

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

986

BRIEF FOR PETITIONER
AND
JOINT APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

CASE NO. 23984

DALLAS MAILERS UNION, LOCAL NO. 143
and INTERNATIONAL MAILERS UNION,

Petitioners

v.

NATIONAL LABOR RELATIONS BOARD,

Respondents

PETITION FOR REVIEW OF DECISION AND ORDER
OF THE NATIONAL LABOR RELATIONS BOARD

Case 16-CB-457

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QUESTION PRESENTED

The question is whether a labor organization commits an unfair labor practice within the provisions of Section 8(b)(1)(B) of the National Labor Relations Act, as amended, when the labor organization expels a member who is a supervisor for his refusal to abide by the administrative procedures under the Constitution and By-Laws of the union in an administrative proceeding brought by a brother member of the union against this supervisor member.

This Case No. 23,984 was before this Court on Petitioners' motion for an extension of time for filing of brief and joint appendix, which was granted May 13, 1970.

BRIEF AND JOINT APPENDIX OF PETITIONERS

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DALLAS MAILERS UNION, LOCAL NO. 143
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Petitioners

v.

NATIONAL LABOR RELATIONS BOARD,

Respondents

PRESENT PARTIES INVOLVED IN THIS APPEAL

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and INTERNATIONAL MAILERS UNION - PETITIONERS
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JURISDICTION

1. The jurisdiction of this Court is by virtue of the United States Code, Title 29, paragraph 160(f).

2. Notice of Appeal filed by Petitioners on March 3, 1970.

CONTENTIONS OF PETITIONERS

1. The National Labor Relations Board was in error in its application and interpretation of Section 8(b)(1)(B) of the National Labor Relations Act, as amended.

2. The National Labor Relations Board was in error in its order adopting the Recommended Order of the Trial Examiner which provides that the Respondent Unions (the Petitioners) will not deny membership to foremen or assistant foremen. This Order is completely contrary to the provisions of the National Labor Relations Act, as amended, in regard to the relationship of employers' supervisors and unions.

REFERENCES TO RULINGS

1. Decision and Recommended Order of Trial Examiner, issued November 26, 1969 (Joint Appendix, p. 38).

STATEMENT OF FACTS

On June 4, 1969, Dow Jones & Company, Inc., filed unfair labor practice charges with the Regional Director of the 16th Region of the National Labor Relations Board in Fort Worth, Texas, and served on the Petitioners herein by registered mail. Elmer Davis, Regional Director of the National Labor Relations Board, 16th Region, in Fort Worth, Texas, issued a Complaint and Notice of Hearing on the Petitioners herein on August 13, 1969, alleging a violation of Section 8(b)(1)(B) of the National Labor Relations Act, as amended.

On August 22, 1969, the Petitioners herein filed an Answer to the Complaint and Notice of Hearing which denied the allegations of the unfair labor practice charge. There was a hearing on September 3, 1969, in Dallas, Texas, before Trial Examiner John M. Dyer, Esq. The complete record of the hearing is attached hereto and incorporated herein, which shows that this case arose between two local union members of Dallas Mailers Union Local No. 143 which had a labor-management contract with Dow Jones & Company, Inc. One of the union members, namely Robert Leon Colston, was a supervisor of the mailroom for the company, and the other member, Walter F. Cantrell, was a former foreman of the mailroom and now an employee in the mailroom. A feud developed between the supervisor Colston and employee Cantrell which continued over a period of about two years.

The Trial Examiner summed up the feelings between the two union members in his Decision at page 4, lines 5-10, as follows:

"Colston is a fairly large man and from my observation and from his testimony I conclude that he is a rather sensitive individual who remembers any slights and appears to nurture them. From his testimony and from some of his letters and documents it is readily discernible that Cantrell feels Colston has picked on him with no justification."

Employee Cantrell attempted to get the Union to file a grievance with the Company alleging that he was being harassed and discriminated against by Supervisor Colston. The Union, realizing that this was only a personal feud between two of its members, refused to file a grievance with the company. Cantrell then filed his own charges of conduct unbecoming a union man against Colston under the Constitution and By-Laws of the Union. This charge was presented to Colston and at the next regular Union meeting which Colston attended, the Local Union by a unanimous vote moved to request the International Mailers Union to take jurisdiction of the case, which the International did.

As required under the Constitution and By-Laws of the International Mailers Union, the Executive Board requested that the charging party file five copies of his charges and that the charged party file five copies of his answer to the charges.

The management of Dow Jones & Company, Inc., informed Colston not to answer the charges. The employee Cantrell filed his charges with the Executive Board of the International

Mailers Union. Because the company had intervened in advising Colston not to answer these charges, the Executive Board notified Colston that they were extending to him an additional 20 days in which to answer the charges. When Colston refused or did not answer the charges as requested, he was expelled from the International Mailers Union which in turn automatically expelled him from Dallas Mailers Union Local No. 143.

The expulsion of Colston from the International and the Local Union did not in any way affect his job with Dow Jones & Company, Inc., as he was not required to be a member of the Union in order to maintain his position with management.

The charging party was not an officer, agent or representative of either the Local Union or the International. The Book of Laws of the International Mailers Union provides that any member or officer of the Union may file charges against another member or officer of the Union, and provides that the charges must be in writing and the answer thereto must also be in writing, with an appropriate hearing following the submission of the charges and answer. The proper procedure under the Constitution and By-Laws of the International Mailers Union was followed by both the Local Union and the International and when no answer to the charges was filed by Colston he was automatically expelled. There were no fines or any other penalties involved. After his expulsion, Colston

tendered his dues to the Secretary-Treasurer of the International. The International refused to accept his dues because of his state of expulsion. Colston had the right to appeal his expulsion at the next convention of the International Mailers Union, which he did not do.

STATEMENT OF POINTS AND AUTHORITIES
IN SUPPORT OF PETITIONERS' APPEAL

* 1. National Labor Relations Act, as amended.

The Act provides that a labor organization has the right to prescribe its own rules with respect to the acquisition and retention of membership therein. (Section 7 and Section 8(b)(1)(A) of the Act.) The action of the Union in expelling one of its members for refusal to abide by the rules and relations of the Union, even though the member was a supervisor of the employer, in no way resulted in a restraint or coercion against the employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances and consequently was not an unfair labor practice under Section 8(b)(1)(B) of the Act.

2. Allis Chalmers case, 388 U.S. 175.

Upheld the right of a labor union to prescribe its own rules and regulations for the administration thereof.

* 3. Legislative History of the Labor Management Relations Act, 1947, published by the National Labor Relations Board, U. S. Government Printing Office, Washington: 1948, Volume I, page 547, first paragraph, and Volume II, pages 1011, last paragraph, and 1012, first paragraph.

These authorities cover the House Conference Report No. 510, on H. R. 3020, and the report to the Senate, on April 23, 1947, by Senator Taft as recorded in the Congressional Record, Senate pages 3953-3954, on the intent of the Congress as to Section 8(b)(1)(B) of the Act.

This authority gives the legislative intent of the Congress in the enactment of the National Labor Relations Act, as amended, in particular to Section 8(b)(1)(B) of the Act, and it is clear that the expelling of a member from the Union for refusing to abide by the Constitution and By-Laws, even though the member is a supervisor, is not the type of restraint and coercion as Congress intended by Section 8(b)(1)(B) of the Act, and therefore does not constitute an unfair labor practice.

SUMMARY OF ARGUMENT

The present case is the first to be decided by the National Labor Relations Board based on an unfair labor practice charge pursuant to Section 8(b)(1)(B) of the National Labor Relations Act, as amended, wherein a supervisor who was a member of the Union was expelled from the Union for failure to answer the charges filed by a brother member based on conduct unbecoming a member of the Union.

The Board based its decision in this case mainly on three prior decisions of the Board (none of which have been reviewed by the courts) and which went beyond the prior cases in that the supervisor was expelled for not abiding by the Constitution and By-Laws as required in the administrative procedures of the international union. There were no fines or other penalties placed upon the supervisor member. Furthermore, the supervisor had the right of appeal from his expulsion but he did not exercise this right.

The interpretation by the National Labor Relations Board as to Section 8(b)(1)(B) of the Act is not in accord with or consistent with the legislative intent of the Congress in the passing of the Act as explained by Senator Taft to the members in Congress assembled

during debate on the bill.

Since there has been no decision by the courts on the legal and factual aspects of this case, the Petitioners feel that this Court should give due consideration to the intent of the Congress notwithstanding the apparent usurpation of legislative prerogatives by the Board.

ARGUMENT

The decision of the National Labor Relations Board in this case, as well as the Board cases cited in support of their decision, are based solely on the interpretations by Trial Examiners and which were adopted by the Board as their interpretation of Section 8(b)(1)(B) of the National Labor Relations Act, as amended. This case was deemed to set a new precedent in its field regardless of its outcome, since the facts were different from the facts and principles applied by the Board in the previous Section 8(b)(1)(B) cases.

In the San Francisco-Oakland Mailers Union No. 18 case, 172 NLRB No. 252; the Toledo Blade Company, Inc. case, 175 173; and the Sheet Metal Workers International Association case, 178 NLRB No. 24, all are based on the same issues wherein a labor union filed charges against and fined supervisors who were members of the respective Unions involved. In the present case, the charges were filed by an individual union member against another brother member for activities "unbecoming a union member" based on harassment and discrimination as a result of a long personal feud between the two members of the local union. The member making the charge was an employee, journeyman mailer, of the mailroom of Dow Jones & Company, Inc., at their plant in Dallas, Texas. The charges were made against the supervisor, foreman

of the mailroom, who was also a member of the local union. Neither the local union or the international union, petitioners herein, were involved. The petitioners became involved only after the charges were filed with them pursuant to and in accordance with the Book of Laws of the International Mailers Union which constitute the Constitution and By-Laws of the Union. Both of the parties to the charges were ordered to file five written copies of their charges and answers to the charges, respectively, with the Secretary-Treasurer of the International for review by the Executive Council which was in accordance with the required procedure of the Constitution and By-Laws. When the charged party failed or refused to file his answers the Executive Council had no alternative but to expel him from the Union, which they did. After the expulsion from the Union, Dow Jones & Company, Inc., filed unfair labor practice charges against the Unions, the petitioners herein, pursuant to Section 8(b)(1)(B) of the National Labor Relations Act, as amended.

Section 8(b)(1) states in full, as follows:

"(b) It shall be an unfair labor practice for a labor organization or its agents -

(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;"

It is to be noted that Section 8, paragraph (b) specifically states that "It shall be an unfair labor practice for a labor organization or its agents . . .", and in the present case neither the labor organization or its agents were involved in restraining or coercing the employer in the selection of his representative. The employee member of the union filing the charges was not an agent or representative of the union nor was he alleged to be by the National Labor Relations Board. The records of the hearing show that counsel for the General Counsel attempted throughout the hearing to establish a conspiracy by the petitioners herein as the real parties to the original charges. However, this attempt completely failed and was not mentioned in either the Trial Examiner's Decision or the Board's Decision.

There have been no Court decisions on the interpretation of Section 8(b)(1)(B) of the Act. All the decisions of interpretation covering these cases have been made by the National Labor Relations Board based on the so-called "boot strap" decisions by the Trial Examiners. Consequently, a review of the legislative intent of the Congress in the passing of this legislation is in order. From the Congressional Record, Senate pages 3953-3954, for April 23, 1947, and also pages 1011 and 1012 "Legislative History of

the Labor Management Relations Act, 1947", Volume II, published by the National Labor Relations Board, U. S. Government Printing Office, Washington: 1948, we find the following explanation by Senator Taft in explaining Section 8(b)(1)(B) of the Act to the Senate:

"I think the very fact that we specify unfair labor practices on the part of labor unions, as well as on the part of employers, will necessarily restore the Board to a more judicial attitude of mind. I think that in itself may eliminate much of the difficulty which has arisen.

"What are the new unfair labor practices on the part of unions? The provision starts on page 14 of the bill. First, it is provided that -

It shall be an unfair labor practice for a labor organization or its agents -

1. To interfere with, restrain, or coerce an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances.

"Last night David Lawrence, in a completely puerile analysis of the bill, referred to that as not meaning anything, and being something to fool the public.

"This unfair labor practice referred to is not perhaps of tremendous importance, but employees cannot say to their employer, 'We do not like Mr. X, we will not meet Mr. X. You have to send us Mr. Y.' That has been done. It would prevent their saying to the employer, 'You have to fire Foreman Jones. We do not like Foreman Jones, and therefore you have to fire him, or we will not go to work.' This is the only section in the bill which has any relation to Nation-wide bargaining. Under this provision it would be impossible for a union to say to a company, 'We will not bargain with you unless you appoint your national employers' association as your agent so that we can bargain nationally.' Under the bill the employer has a right to say, 'No, I will not join in national

bargaining. Here is my representative, and this is the man you have to deal with.' I believe the provision is a necessary one, and one which will accomplish substantially wise purposes."

It is to be noted that the words "interfere with" were deleted in the final passage of the Act. This deletion is explained in House Conference Report No. 510, on H. R. 3020, which is covered verbatim on page 547 of the Legislative History of the Labor Management Relations Act, 1947, Volume I, published by the National Labor Relations Board, U. S. Government Printing Office, Washington: 1948. The statement in the report is as follows:

"In applying section 8(1) of the existing law, the Board has not held to be unfair labor practices acts which constituted 'interference' that did not also constitute restraint or coercion. Section 8(1) of the present law is written in broad terms, and only by long continued administrative practice has its scope been adequately and properly defined. Concern has heretofore been expressed as to whether such practice would carry over into a corresponding provision of the section 8(b)(1), and presumably because of this concern the words 'interference with' were omitted from the proposed new section. Omission of these words from the proposed new section was not, however, intended to broaden the scope of section 8(a)(1) as heretofore defined by the long-continued practice of the Board."

It is clearly understood that a mere "interference with" where there are no restraints or coercions on the employer, as defined by Senator Taft, would not be an unfair labor practice. In the present case, the International Mailers Union, as petitioner herein, did not

in any manner interfere with management in the selection of his supervisor, and in no stretch of the imagination did the unions restrain or coerce the employer. The only interference involved was that the employer advised or, in fact, refused to let his supervisor perform the menial requirement of the Constitution and By-Laws of the Union of filing an answer to the charges of a brother union member. Apparently, there was some justification for the filing of the charges by the employee and union member, as observed by the Trial Examiner in his Decision, on page 4, when referring to the supervisor Colston and the employee Cantrell, he stated as follows:

"Colston is a fairly large man and from my observation and from his testimony I conclude that he is a rather sensitive individual who remembers any slights and appears to nurture them. From his testimony and from some of his letters and documents it is readily discernible that Cantrell feels Colston has picked on him with no justification."

This was merely a personal feud between two union members. All of the local union members realized this and did not consider it to be a basis of filing a grievance under Section 9 of the Contract between union and management. The Local Union took the position that if the employee Cantrell was insubordinate or not performing his work the company should fire him and then the Union could file a grievance based on wrongful discharge. The fact that

the employee was not discharged certainly indicated that he was not insubordinate nor was he guilty of not performing his work in a satisfactory manner.

The Toledo Blade Company case, supra, and the Sheet Metal Workers International Association case, supra, covered the issue of charges by the Unions or its agent against the supervisor and both resulted in fines being assessed against the supervisor union member with no expulsion from the Union. These two cases are now in the Sixth Circuit Courts of Appeal, respectively, for a hearing on the enforcement order. The San Francisco-Oakland Mailers Union No. 18 case, supra, was settled out of court by the parties thereto.

In the present case, there were no fines or any other penalties assessed against the supervisor member of the union. The member was expelled from the International Union which automatically resulted in his expulsion from the local union due solely to the failure of the supervisor member to abide by the rules and regulations of the union. The holding of the Board in the present case would so clothe a supervisor who is a member of the union with such diplomatic immunity that he could break every rule and regulation of the union and then thumb his nose at the union without any fear of reprisal by the union.

In the first place, a supervisor does not have a right under the Act to join or to remain a member of a union whose members are protected by the Act, and his joining or remaining a member is only at the privilege of the union - a privilege that can be revoked at any time. Section 14(a) of the Act states specifically -

"Sec. 14(a) Nothing herein shall prohibit any individual employed as a supervisor from becoming or remaining a member of a labor organization, but no employer subject to this Act shall be compelled to deem individuals defined herein as supervisors as employees for the purpose of any law, either national or local, relating to collective bargaining."

The union has no right to represent or bargain in behalf of a supervisor, even though he is not prohibited from becoming or remaining a member of the union. The employer is not compelled to recognize the supervisor as an employee protected under the Act. Consequently, the employer can fire a foreman for becoming a member of a union of employees, yet by the same token the Board is saying to the petitioners' unions herein that they cannot expel a supervisor from the union for not abiding by the rules and regulations of the union because this would be a restraint or coercion on the employer in the selection of his representative. This we contend was not the legislative intent of Section 8(b)(1)(B) of the Act.

The Order of the Trial Examiner which was accepted and adopted by the Board sets forth a requirement on the petitioners herein that is beyond the scope of authority of the Board. The Order which is required to be posted and followed by petitioner unions states:

"WE WILL NOT expel from membership or deny membership to foremen or assistant foremen or otherwise discipline them for the conduct or performance of work while such persons are selected representatives of the Employer and its representatives for the purposes of collective bargaining or the adjustment of grievances."

The Board in this instance is usurping the authority of the union and the right guaranteed by the Act that a labor organization has the right to prescribe its own rules with respect to the acquisition or retention of membership therein. This right has been upheld by the Supreme Court in the Allis Chalmers case, 388 U.S. 175. This requirement ordered by the Board would give the company the right to hire any person as its supervisor (which right the petitioners do not question) and to force the union to accept him into membership, notwithstanding the fact that the foreman or assistant foreman, as the case may be, has no knowledge of nor can he meet the requirements of the craft of a journeyman mailer. The U. S. Department of Labor has approved journeyman mailers as a craft. Members of the International Mailers Union as well as members of its local unions are required to have had apprenticeship

training approved by the International before receiving the status of a journeyman mailer and before being accepted for membership into the International.

In conclusion, the petitioners herein respectfully submit to the Court that the National Labor Relations Board, Respondent herein, was in error in its decision of upholding the unfair labor practice charges against Petitioners, and consequently the charges should be dismissed and the Recommended Order of the Trial Examiner adopted by the Respondent should be denied.

PETITION FOR REVIEW OF ORDER
OF NATIONAL LABOR RELATIONS BOARD

filed
3-3-70
Appeals
Case no. 23984

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

DALLAS MAILERS UNION, LOCAL NO. 143
and
INTERNATIONAL MAILERS UNION,

Petitioners

v.

NATIONAL LABOR RELATIONS BOARD,

Respondents

Petition for Review

Dallas Mailers Union, Local No. 143, and International Mailers Union hereby petition the Court for review of the Order of the National Labor Relations Board in Case No. 16-CB-457 entered on the 25th day of February, 1970.

This Court has jurisdiction of this matter under 29 U.S.C., para. 160(f).

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UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

DALLAS MAILERS UNION, LOCAL
NO. 143, and INTERNATIONAL
MAILERS UNION

and

Case 16-CB-457

DOW JONES COMPANY, INC.

DECISION AND ORDER

On November 28, 1969, Trial Examiner John M. Dyer issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondents filed exceptions to the Trial Examiner's Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the Respondents' exceptions and brief, and the entire record in the case, and hereby adopts his findings, conclusions, and recommendations.

The complaint alleged that the Respondents restrained and coerced the Charging Party in the selection and retention of its representatives for the purposes of collective bargaining and the adjustment of grievances in violation of Section 8(b)(1)(B) of the Act. As set forth more fully by the Trial Examiner, the action which was alleged to constitute a violation of the Act was certain disciplinary action taken by the Respondents against the

Charging Party's foreman, who was also a member of the Respondents' union.

Specifically, mailing room foreman Colston, in the exercise of his supervisory authority under the contract to direct, control, and assign all employees in his department, ordered a fellow union member and mailing room employee, Cantrell, to step down to the end of the table to catch the newspapers so he could keep pace with the machine and did not have to stop it. Subsequently, Cantrell filed charges with the Respondent Local, alleging that Colston had discriminated against him and had engaged in conduct unbecoming a union member. After the Respondent International assumed jurisdiction of the matter, the Company sent a telegram to it with a copy to the Respondent Local, stating that it had told Colston not to reply to the charges since the Company considered the action to be a direct violation of its contract with the Respondents. At the same time the Company requested a meeting of the Joint Standing Committee^{1/} concerning the matter. Neither Respondent ever replied to the Company's request, and no meeting of the Joint Standing Committee was held. Eventually, the charges were upheld by the Respondent International, and upon Colston's failure to respond, he was expelled from the Union in June 1969. Colston twice tendered his dues for the month of July, and in a letter to the Union, stated that he sincerely wished to remain a member. However, his tender was refused on the ground that he had been expelled.

The Trial Examiner concluded that the expulsion from union membership, which Colston wished to retain for the privileges afforded by the traveling card and the other benefits, would, in this trade, tend to inhibit him and restrain his effectiveness as the Company's supervisor and representative in the mailroom, and was thus violative of the Company's rights as guaranteed by Section 8(b)(1)(B) of the Act.

The Respondents contend that the expulsion of a foreman who is a union member does not restrain or coerce the Company in the selection or retention of the expelled foreman for the purposes of collective bargaining or

^{1/} Section 9 of the parties' contract, entitled "Joint Standing Committee," provides a method for the settlement of disputes. 27

the adjustment of grievances, as, once expelled, the foreman is relieved of any further responsibility or fear of any action on the part of the Union which might tend to inhibit him from representing the viewpoint of management. We do not agree that this is so. As the Trial Examiner found, the inhibiting effect of the expulsion on Colston does not terminate with his expulsion. It is evident that Colston tendered his dues for July after his expulsion because of his desire to retain the benefits that union membership afforded. Thus, as the Trial Examiner noted, his expulsion would likely have an inhibiting effect on his future conduct as a supervisor and representative of the Company because of his desire for reinstatement in the Union, and would accordingly restrain and coerce the Company from retaining him as its representative within the meaning of Section 8(b)(1)(B) of the Act.

Moreover, the effect of Colston's expulsion is not limited merely to its impact on Colston and his relationship to the Company. His expulsion will also be a clear signal to other foremen, who are, under the established practice, members of the Union, that they could be subject to similar discipline if they administer the contract in a manner so as to incur the Union's displeasure. An additional effect of the expulsion, therefore, is to restrain and coerce the Company within the meaning of Section 8(b)(1)(B) by limiting its "right at any time to make and rely upon a selection of representatives from an uncoerced group of such supervisors whose loyalty to it^{2/} has not been prejudiced."

In all the circumstances, therefore, we find that the Respondents' expulsion of the Charging Party's foreman for the performance of his supervisory duties in administering the collective-bargaining agreement constitutes restraint and coercion of the Charging Party in the selection and retention of its representatives for the purposes of collective bargaining and the adjustment of grievances in violation of Section 8(b)(1)(B) of the Act.

^{2/} Toledo Locals Nos. 15-P and 272 of the Lithographers and Photoengravers International Union, AFL-CIO (The Toledo Blade Company, Inc.), 175 NLRB No. 1, p. 15 of the Trial Examiner's Decision.

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, and hereby orders that Respondents, Dallas Mailers Union, Local No. 143, and International Mailers Union, their officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C. FEB 25 1970

Frank W. McCulloch, Chairman

Gerald A. Brown, Member

Howard Jenkins, Jr., Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D. C.

In the Matter of

DALLAS MAILERS UNION, LOCAL NO. 143,
and INTERNATIONAL MAILERS UNION

and

DOW JONES COMPANY, INC.

Case No.
16-CB-457

RESPONDENTS' EXCEPTIONS
TO TRIAL EXAMINER'S DECISION

By

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RESPONDENTS' EXCEPTIONS TO TRIAL EXAMINER'S DECISION

- I. Respondents take exception to the statements on page 6, lines 29 through 38, of the Trial Examiner's Decision as to the facts as stated therein and the presumptuous conclusion.

It is stated by the Trial Examiner that

"International President Hosier and Local President Wright conferred and according to Wright he was instructed not to answer the Company's telegram. Further, according to Wright, the Union considered the request for a meeting of the Joint Standing Committee inappropriate since no written charges had been filed and the procedural steps of the grievance procedure had not been followed."

The testimony of Wayne Wright, President of Dallas Mailers Union Local No. 143 in the record of the hearing on page 145, beginning with line 23 and ending on page 146, line 8, which covers Mr. Wright's discussion with Mr. Hosier, is as follows:

"He said that he had been intending to call me, because he had received a copy of the telegram too. And I informed him there had been no grievance filed on the matter, the steps set forth in the current contract had not been followed, and I didn't think this was a matter to be taken to joint standing, since it did not concern a violation of the contract. It was strictly a matter between a member of the union and another member of the union, and he instructed me not to answer the telegram. Unless the company came to me and asked me, which they did not do." (underlined for emphasis)

It may be noted at this time, although it is realized that it is not a part of the present record but it does give a sense of self-satisfaction to know that subsequent to the hearing in this case an arbitrator has ruled that the company did not follow the procedures of Section 9 of the Contract covering the Joint Standing Committee.

The Trial Examiner also stated in this paragraph to which this exception is taken that

"No mention was made of whether the special meeting called and held in March 1968 which a special representative of the International attended had followed such procedural method or not."

The reason that the procedural provisions of Section 9 were not followed in this particular meeting is that this was not a Joint Standing Committee meeting and, consequently, no Section 9 procedure would be involved. The statement of the meeting of March 1968 which is covered by the testimony of Mr. Barletta for the General Counsel beginning on page 114, line 3, through page 117, line 3, clearly shows that this was an informal meeting and was called by the Company and was not a Joint Standing Committee meeting.

The further statement of the Trial Examiner which states "This position seems rather weak in view of the manner in which this dispute arose" is a presumptive conclusion and contrary to the facts as set forth above.

II. Respondents take exception to the Trial Examiner's statement on page 7, line 45, as follows:

"Respondents argue that this 'personal feud' brings the matter within the bounds of the Allis Chalmers case, 388 U. S. 175, as intra-union discipline brought about by the actions of one member against the other."

Respondents have not made a reference to the Allis Chalmers case in any of its pleadings, its testimony, or its brief. We feel that this statement was included by the Trial Examiner to support his decision since it is generally understood and accepted that the Board has already ruled that the Allis Chalmers case is

not applicable to a charge under Section 8(b)(1)(B) of the Act.

II. Respondents take exception to the analysis made by the Trial Examiner on page 8, lines 1-30, covering the procedures followed by the charging party, Union member Cantrell, and what the Trial Examiner stated should have been followed.

"If Cantrell thought that there was discrimination he should have followed the grievance procedure for this would clearly be encompassed thereunder."

The Trial Examiner is presuming as to what Cantrell should have done even though it is admitted by the Trial Examiner that this was a personal feud between former foreman Cantrell and the present foreman Colston as covered in the record of the statement made by the Trial Examiner himself on page 137, line 10, and also on page 137, line 13. It is further stated in the above-referenced analysis by the Trial Examiner that Cantrell had stated during the hearing that the Union told him this was not a problem to be considered under the Contract and grievance procedure. The Trial Examiner further states that "Cantrell may have been so told by the Local because they thought his complaint had no validity ...". This, too, is a presumption on the part of the Trial Examiner. If Cantrell had been fired by Colston because of this feud and without justification as to his work performance then the Union would have filed the grievance for the unlawful discharge under the grievance procedure. It is to be noted that this argument was covered by the Respondents in the post-hearing brief in this case.

IV. Respondents take exception to the contention of the Trial Examiner as stated on page 8, beginning with line 48 and ending on page 9, line 4. The Trial Examiner states,

"To answer one of Respondents' defenses, Respondents would have a defense under the Landrum-Griffin Act for not processing Cantrell's charges if it was improper for them to do so and might arguably have violated the National Labor Relations Act."

Here the Trial Examiner is requiring the Respondents to deny one of its members the right of procedure of the Constitution and By-Laws of Respondents on the theory that it might arguably have violated the National Labor Relations Act. We contend that an arguable supposition is not a defense. To follow the Trial Examiner's contention would lead to a multiplicity of suits contrary to public policy. Furthermore, there has been no contention on the part of General Counsel that the Constitution and By-Laws of the Respondents as to the rules and regulations covering its membership are either unlawful or unreasonable. The Union under the National Labor Relations Act has the right to make rules and regulations as to acceptance and retention of its members. Therefore, it behooves the officers to follow and enforce those rules until appropriately changed or found to be unlawful. To deny the Union this right would tend to eliminate the unity and solidarity of membership necessary for the preservation of the Union.

V. Respondents take exception to the Trial Examiner's contention and decision as set forth on page 9, lines 24 through 31. The Trial Examiner states that,

"Though the action taken here is not a fine, it is something more fundamental, the union membership itself ..."

It is contended by the Respondent that none of the Section 8(b)(1)(B) cases under the Act that have been decided by the Board have been decided on any other basis than a fine by the Union on the supervisor of the employer. The Union membership of the supervisor is only a privilege permitted by the Union to which the supervisor has no basic right under the Act to belong.

Furthermore, it is to be noted that a fine would carry with it a continuous threat by the Union which would naturally inhibit and restrain the effectiveness of the supervisor as being the company's representative. However, by the same token, if expelled the rules of Union membership could have no continuing effect as to inhibit and restrain the effectiveness of a supervisor as a representative of the employer for the purposes of collective bargaining or the adjustment of grievances. This would relieve him of any responsibility or fear of any actions on the part of the Union to force the will of the Union in lieu of the will of the employer.

In further argument, it is to be noted that the General Counsel spent most of its efforts and arguments in this case in attempting to charge the Respondents' Unions with a conspiracy against supervisor Colston and that the charge filed by the individual member was only incidental to this conspiracy. The General Counsel completely failed to establish this fact as stated by the Trial Examiner on page 159, lines 3-5, page 159, lines 15 and 16, page 159, lines 22 and 23, page 160, lines 8-15 and page 160, lines 17-25.

Respondents further contend that not one of the cases cited by the General Counsel involved charges of one member against another member in accordance with the constitution and By-Laws covering membership in the particular Union. In every instance the basis for the charge and the charging party were charges by the Union or its agent against the supervisor of the employer. The charging party Cantrell was neither an officer, representative or agent of either of the Respondent Unions, nor is he alleged to be by the General Counsel.

Dallas Mailers Union Local No. 143 did not file any charges against supervisor Colston, nor did it take any action to restrain or coerce Colston in his duties as a supervisor. Colston was not ordered or compelled to take any action or to perform any duty by the Local. It should be noted that the Trial Examiner stated in his Decision at page 4, lines 5-10,

"Colston is a fairly large man and from my observation and from his testimony I conclude that he is a rather sensitive individual who remembers any slights and appears to nurture them. From his testimony and from some of his letters and documents it is readily discernible that Cantrell feels Colston has picked on him with no justification."

Cantrell felt that Colston was picking on him and for this reason he filed his charges as one member against another member which he had a right to do. This type of action is not covered by Section 8(b)(1)(B) of the Act.

The International Mailers Union, through its executive committee, in following its required normal procedures simply requested the filing of answers to the charges. This is only a menial procedure required of all members. When Colston refused

or did not file an answer, he was, of course, held in default and suspended from membership in the International Mailers Union. The decision of the International Mailers Union in no way concerned the position of Colston as a supervisor, nor was it for the purpose of restraining or coercing the employer in the selection of its supervisor.

Respondents respectfully submit that the General Counsel failed to establish the unfair labor practice charge against Respondents under Section 8(b)(1)(B) of the Act, and, therefore, the charges against Respondents should be dismissed.

Respectfully submitted,

/s/ Joel D. Blackmon
JOEL D. BLACKMON
Attorney for Respondents
910 17th Street, N. W.
Washington, D. C. 20006

Certification of Service

I hereby certify that copies of the foregoing Exceptions have been mailed, postage prepaid, to the following parties: Billy R. Snow, Esq., Regional Director's Office, 16th Region, National Labor Relations Board, Room 8A24, Federal Office Building, 819 Taylor Street, Ft. Worth, Texas 76102; Joseph F. Barletta, Esq., P. O. Box 300, Princeton, New Jersey; W. Gilbert Faulk, Jr., P. O. Box 300, Princeton, New Jersey, on the 19th day of December, 1969.

/s/ Joel D. Blackmon
Joel D. Blackmon .

TXD--630--69
Dallas, Tex.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
WASHINGTON, D.C.

DALLAS MAILERS UNION, LOCAL NO. 143,
and INTERNATIONAL MAILERS UNION

and

Case 16--CB--457

DOW JONES COMPANY, INC.

Billy R. Snow, Esq., of Fort Worth,
Tex., Counsel for the General
Counsel.

Joel D. Blackmon, Esq., of Washington,
D. C., and Ralph H. Valero for the
Respondents.

Joseph F. Barletta, Esq., John Ross, Esq.,
and W. Gilbert Faulk, Jr., Esq., of
Princeton, N.J., for the Charging
Party.

TRIAL EXAMINER'S DECISION

Statement of the Case

JOHN M. DYER, Trial Examiner: On June 4, 1969,^{1/} Dow Jones Company, Inc., herein variously called the Company or the Employer, filed a charge alleging violations of Section 8(b)(1)(B) against Dallas Mailers Union, No. 143 (herein called the Local) and International Mailers Union, herein called the International, and collectively called Respondents, alleging that Respondents had restrained the Company in violation of the above section regarding the Company's selection of its representative for the purposes of collective bargaining or adjustment of grievances and by expelling or threatening to expel Foreman Robert Leon Colston from membership in Respondents because of the performance of his normal duties as a foreman.

On August 13, 1969, the Director of Region 16 issued a complaint which alleged that: (1) Respondents since December 4 (the 10-b date herein) had threatened to expel Foreman Colston from membership

^{1/} Most of the events in this case occurred between the fall of 1968 and the summer of 1969. Where months are referred to in this decision they are the months falling in that period. Where events occurred outside of this period, the year is stated.

in Respondents because of his performance of his normal duties as a foreman; (2) on March 31 the Local filed charges against Colston for the purpose of investigating his conduct as a supervisor and representative of the Employer; (3) on June 5 the International requested his appearance for that purpose; and (4) on June 27 the International terminated Colston's membership in Respondents because of the manner in which Colston interpreted and administered the collective-bargaining agreement in effect between the Company and Respondents.

Respondents in their answer admitted the requisite jurisdictional facts, the positions of the various International officers and agents and the Local president, that a contract was in effect between Respondents and the Company, and the supervisory status of Colston. Respondents denied threatening to expel Colston or that charges were filed against him by the Local and denied the alleged reasons for termination of Colston's membership in Respondents and the commission of any unfair labor practices.

All parties were afforded full opportunity to appear, examine and cross-examine witnesses, and to argue orally at the hearing held before me in Dallas, Texas, on September 3, 1969. The General Counsel, Respondents, and the Company have filed briefs which have been carefully considered.

On the entire record in this case including my evaluation of the reliability of the witnesses based on the evidence received and my observation of their demeanor, I make the following:

Findings of Fact

I. The Business of the Respondent and the Labor Organizations Involved

The Employer is a Delaware corporation maintaining one of its offices and places of business in Dallas, Texas, where it is engaged in publishing an edition of the Wall Street Journal. While so engaged the Employer disseminated news in association with Associated Press, advertised national products, and received for the past year gross revenues in excess of \$500,000 from said operations. During the same period the Employer received goods and materials valued in excess of \$50,000 from points directly outside of the State of Texas.

Respondents admit, the Employer agrees, and I find that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Respondents admit, the Employer agrees, and I find that Respondents are labor organizations within the meaning of Section 2(5) of the Act.

II. The Unfair Labor Practices

A. Background and Undisputed Facts

The Company's plant in Dallas, Texas, publishes the southwest edition of the Wall Street Journal. In this case we are concerned with the operation of the mailing room which is under the general supervision of Production Manager Munson and the direct supervision of Foreman Leon Colston. Negotiations for contracts, as well as various meetings and grievance meetings of the so-called Standing Committee, were in most instances handled for the Company by their Counsel Joseph Barletta, Esq., from their main offices in Princeton, New Jersey.

Prior to January 1962 the mailing room work was handled for the Company by an independent contractor, Ridgway Mailing Company. In January 1962 Dow Jones terminated the contract with Ridgway and took over the operations of the mailroom, recognized the Local, and entered into contracts with Respondents thereafter. The current contract between the Company and Respondents is for a term of 3 years beginning January 1, 1968, and extending until December 31, 1970. In addition to the normal contractual terms, this contract has a section 8 entitled "Foreman" which defines the supervisory status and duties of the mailing room foreman and states that he is the publishers' representative and sole judge of the workers' competency in the mailing room. Among other things section 8 provides that seniority is to govern layoff and recall and that the foreman's decisions are to be guided accordingly and in apparent recognition of the custom in the trade of the foreman being a union member, section 8 concludes with subsection (f) as follows:

The Union shall not discipline the foreman for carrying out orders of the Publisher or his representatives as authorized by this contract.

The contract also provides for a method of settling disputes in section 9 entitled "Joint Standing Committee." This section provides for procedural steps starting with discussions concerning the dispute between the chapel chairman, representing the Union, and the foreman of the mailing room and ending with binding arbitration and with an express proviso that this is the exclusive means for settling a dispute between the parties.

Foreman Leon Colston began as a Ridgway employee on March 23, 1958, and joined the Local at that time. This Local consists only of the mailroom employees, foreman, and assistants employed by Dow Jones in Dallas. Colston was active in the affairs of the Union, served as its secretary-treasurer for some 5 years, was a member of the negotiating committee, and was chapel chairman on two occasions resigning from that position in November 1967 to become the mailroom assistant foreman. Colston was made foreman on February 29, 1968.

W. F. Cantrell, the other principal in this problem, served with the Company and its predecessor for some 22 years, during 18 of which he was the mailing room foreman. He held that position when Colston started for the Company and was replaced in November 1967 and returned to the line as a journeyman mailer. Colston is a fairly large man and from my observation and from his testimony I conclude that he is a rather sensitive individual who remembers any slights and appears to nurture them. From his testimony and from some of his letters and documents it is readily discernible that Cantrell feels Colston has picked on him with no justification. Cantrell is also prone to exaggeration since in his testimony he stated that Colston was constantly harassing him and when pressed on the subject mentioned two or three things which he equated with constant harassment. It is probably only human nature that having been deposed as foreman and knowing that position, that Cantrell would harbor some ill feelings toward anyone serving in that position and it is apparent that he did so. It is also clear that he took orders from Foreman Colston literally looking to the precise letter of the word for his instructions and not to the rather obvious meaning of the instruction. This is not to deny that Foreman Colston may have been overbearing in giving instructions.

Attorney Barletta's testimony was uncontradicted that following Colston's being made foreman, threats of physical abuse were made against Colston to the extent that the Company felt it necessary to have a special meeting with the Union attended by a representative of the International. At this meeting the Company informed all present that it was convinced the Union wanted the Company to get rid of Foreman Colston and that it would not do so and warned that it would sooner let each of the employees go rather than lose Colston. The Company emphasized that there was to be no violence of any type. In December at a meeting attended by International Vice President Valero, Attorney Barletta complained that the Company was still experiencing trouble in the mailroom despite what Valero had said earlier, that resentment toward a union official who became a supervisor would eventually fade. According to Barletta, Valero assessed the situation and gave as his opinion that the situation was not going to improve but would stay the same unless the Company changed foremen. Barletta further testified to rumblings against Colston at practically every meeting he attended with the Union.

In July 1968 an automatic "kicker" was installed on the mailing machine. This device separated groups of papers going to one area or into one postal bag. In conducting experiments with the system the Company found that it was necessary to lengthen the table situated at the end of the conveyor belt next to the tying machine and bag rack. Due to the conveyor belt's continually moving papers forward it was found necessary for the labeler who stood at the first position at the table to pull a group of newspapers from the edge of the conveyor belt further onto the table and into the appropriate bag at the end of the table.

There are two mailing machines at the Company's plant with six to seven men manning each line depending on the size of the newspaper. Each man moves to the next position on the line every 15 minutes (rotates) so that each employee must be capable of doing all the jobs on the particular machine or line. Following the installation of the "kicker," Foreman Colston, in July 1968, demonstrated the operation of it to all the men. The only real change in the men's operation was at the labeler's position and required the labeler on occasion to, as Foreman Colston put it, "Step down and pull the papers up." G.C. Exh. 8 is a picture of this operation with the labeler standing on the left side reaching for the newspapers. As was testified, the labeler is expected to reach about 1 foot further towards the conveyor belt than the individual shown in the picture (G.C. Exh. 8) is doing. What this means is that if a man is standing in the proper position with his feet some 8 inches or so apart near the right hand end of the table, he will have to shift his left foot 1 or more feet to the left and lean to his left to reach to the appropriate spot at the end of the conveyor belt. If a man standing in the labeler's position stood with his feet wide apart he would probably be able to lean to the left and perform the operation without shifting his left foot.

On November 19 Foreman Colston sent a letter to W.F. Cantrell stating that on November 16 Cantrell failed to obey a reasonable valid order and was insubordinate. The letter warned that future failure to obey an order might result in his discharge. Cantrell in a letter dated November 30 replied denying that he had disobeyed an order and stating that Foreman Colston had not agreed with Cantrell's method of accomplishing the work at the labeler's position but that the work was performed. Cantrell denied any insubordination or refusal to perform a task. In a later document (Joint Exh. 5) Cantrell stated he had his chapel chairman deliver this answer to Foreman Colston.

Colston testified that in February while observing the operation of one of the machines he saw it stopped some four to five times by Cantrell and that he then went to Cantrell and told him to step down and pull up the papers so he could keep up with the machine and not have to stop it. After leaving Cantrell's spot, Colston said he continued his observation and noticed that Cantrell continued to stop the machine. Colston then called Cantrell, the chapel chairman, and the assistant foreman off the floor and ordered Cantrell to step down to the edge of the table and catch the papers or be fired. Cantrell said that he then walked to the end of the table and after doing this a number of times and not being told to stop saw that others were not doing so and went back to his former method of operating at the labeler's position. Colston confirmed that Cantrell for a while performed the job in an exaggerated fashion.

Colston testified that on February 27 he told Local President Wright to step down and catch the papers and some 15 minutes later Wright

handed Colston a copy of a letter from Cantrell to Wright dated February 22. Cantrell's letter charged Colston with conduct unbecoming a union man, alleging that Colston was discriminating against Cantrell arbitrarily and maliciously by requiring him to perform duties not required of others. This charge referred to the stepping down or walking the 1 foot or so to the end of the table.

In a union meeting held shortly thereafter, and with Colston abstaining, the Local membership voted to request the International to take jurisdiction of Cantrell's charges. On March 14 the International in a letter to Local President Wright and with copies to Cantrell and Colston stated it had taken jurisdiction of the charges and told Cantrell to send five copies of his charges to the International and a copy to Colston and told Colston to send five copies of his reply to the International.

Colston informed the Company of the charges against him when he received them in February and was advised by the Company not to reply to them. Following the International's letter accepting jurisdiction, the Company on April 23 sent a telegram to International President Hosier with a copy to the Local president, stating that it had told Colston not to comply with the International's directions since the Company considered the action a direct violation of its contract with Respondents and requested a meeting of the Joint Standing Committee concerning the matter. The Company further advised the Union that it would consider any further attempts at harassment of its foreman as a violation of Section 8(b)(1)(B).

International President Hosier and Local President Wright conferred and according to Wright he was instructed not to answer the Company's telegram. Further, according to Wright, the Union considered the request for a meeting of the Joint Standing Committee inappropriate since no written charges had been filed and the procedural steps of the grievance procedure had not been followed. No mention was made of whether the special meeting called and held in March 1968 which a special representative of the International attended had followed such procedural method or not. This position seems rather weak in view of the manner in which this dispute arose.

A letter dated May 19, and actually mailed on June 5 to Colston from the International, stated that the Executive Council of the International had approved a motion that the charges against Colston be upheld and gave Colston 20 days to demonstrate why he should not be expelled from the Union. In a letter dated June 27 the International stated that it had received no reply from Colston and therefore as outlined in the previous letter, Colston was expelled. Colston's tender of his dues for July was refused by the Local and the International on the grounds that he had been expelled.

The expulsion of Colston meant that he was no longer a union member entitled to a traveling card as a journeyman mailer and that an insurance policy carried by the Union for him and presumably paid for by a portion of his dues was canceled. There was some mention made of pension benefits during the proceeding but there was no explanation of whether they or any other tangible benefits were lost to Colston by Respondents' action.

B. Position of the Parties

The General Counsel and the Company maintain that the charges brought against Colston and his expulsion from the Union were further incidents of harassment by the Union against Colston designed to restrain and coerce the Company in their choice of a foreman to represent the Company in bargaining and or in the adjustment of grievances, all in violation of Section 8(b)(1)(B) of the Act. In support of their position the General Counsel and the Company cite the cases which began with Haverhill Gazette Company, 123 NLRB 806; and stress the San Francisco - Oakland Mailers Union No. 18, case, 172 NLRB No. 252; the Toledo Blade Company, Inc., case, 175 NLRB No. 173; and the Sheet Metal Workers International Association, case, 178 NLRB No. 24. It is their position that Cantrell and the Union were getting back at Foreman Colston for his direction of Cantrell in the manner and method of operating as a labeler, something clearly within Colston's powers and duties as a foreman and so acknowledged in section 8 of the contract. Presumably it is also their position that if Cantrell felt he was being discriminated against in the performance of his work he could file a grievance with his chapel chairman and the matter could be taken up in the regular course of grievance procedures as set forth in the contract. Indeed Cantrell seemed to have nearly embarked on such a course when he gave his November reply to the chapel chairman for delivery to Colston. However, Cantrell testified that the Union, presumably the Local, informed him that his problem did not come under the contract and was a private matter between him and Colston.

Respondents argue that the problem is a personal one between the two men and that hard feelings between the two have led to the present situation. Respondents alleged that Colston harassed Cantrell concerning his job and has made him perform duties above those required by other employees. Respondents' witnesses said that Cantrell was told to walk to the end of the table rather than step down to the end of the table. This matter of semantics resolved to the fact that the employee was being instructed to move 1 or 2 feet so that the work could best be performed. Respondents argue that this "personal feud" brings the matter within the bounds of the Allis Chalmers case, 388 U.S. 175, as intraunion discipline brought about by the actions of one member against the other. Respondents disclaim any responsibility, with the International stating it had no alternative but to process the charges under the Landrum-Griffin Act since Colston did not reply.

C. Analysis

The Union's answer does not bear scrutiny. Both the International and the Local were aware of the troubled feelings and of the Company's stated position that it would retain Colston as its foreman in the mailroom. The issue here may have developed from Cantrell's resentment over being deposed as foreman and resentment of Colston as the new foreman. Colston may have been a rather strict foreman. In any event, as a part of his duties, and so acknowledged by the contract, Colston had the right and responsibility to "direct, control and assign all employees in his department." The manner in which the mailing machines are run by employees is clearly within that scope. Cantrell's allegation of discrimination against Colston is related directly to Colston's supervisory control and his manner in exercising it. If Cantrell thought that there was discrimination he should have followed the grievance procedure for this would clearly be encompassed thereunder. However, Cantrell stated during the hearing that the Union told him this was not a problem to be considered under the contract and grievance procedure. Cantrell may have been so told by the Local because they thought his complaint had no validity, but the grievance procedure, particularly following a written warning regarding a possible discharge, was the only available legitimate way for Cantrell to lodge a complaint to management regarding possible discrimination against him. The contract lays out that the use of the grievance procedure is the only avenue to be used. If Cantrell's complaint was legitimate or had a solid basis, I cannot determine that management would not have recognized it, or following the grievance procedure, an arbitrator would not have recognized discrimination if it existed and ordered it corrected under the binding arbitration provided by the contract.

Here a different manner was chosen by Cantrell to stop what Cantrell felt was discrimination against him. Cantrell initiated charges against Colston to strip Colston of his union membership and the other benefits accrued or accruing thereunder. Respondents state that since Texas is a "right to work State" it isn't necessary for Colston to be a union member and as a member of management he has not been hurt. However, it is traditional in this trade for foremen and assistant foremen to be union members. Management to protect itself from problems of this type, had secured Respondents' agreement to section 8(f) of the contract quoted above. Respondents' action seems to be in direct violation of this contract provision. Respondents refused to agree to a meeting of the Joint Standing Committee and the Company warned Respondents of its position that Respondents might violate Section 8(b)(1)(B) of the Act if they continued in the course of conducting a hearing on Cantrell's charges against Foreman Colston. Respondents could have met with the Company to resolve the differences. To answer one of Respondents' defenses,

Respondents would have a defense under the Landrum-Griffin Act for not processing Cantrell's charges if it was improper for them to do so and might arguably have violated the National Labor Relations Act. Respondents however pressed forward and expelled Colston.

In these circumstances I conclude Respondents have violated Section 8(b)(1)(B) of the Act. The Board in the latter cases cited by the General Counsel and the Company has approved the general proposition that a union violates Section 8(b)(1)(B) of the Act by disciplining a foreman for the performance of his supervisory duties.

The Board adopted the holding of Trial Examiner Scharnikow in the Toledo Blade case in which he stated: "---it is apparent from the language of Section 8(b)(1)(B) and from the general reasoning of the Board in San Francisco Mailers, that it is not an essential element of the unfair labor practices that the disciplined supervisor be a compelled union member under a union-security clause obtained by the Union. It is enough that his actual membership has colorably subjected him to the offensive discipline and its effect on his employer's right to rely upon him as a supervisor." The Board further referred to the Toledo Blade case in approving Trial Examiner Weil's decision in Sheet Metal Workers.

Though the action taken here is not a fine, it is something more fundamental, the union membership itself, which Colston wished to retain for the privileges afforded by the traveling card and the other benefits. Denying those to Colston in this trade would tend to inhibit him and restrain his effectiveness as the Company's supervisor and representative in the mailroom. This then violates the Company's right as guaranteed by Section 8(b)(1)(B) which violation must needs be remedied.

III. The Effect of the Unfair Labor Practices Upon Commerce

The activities of Respondents as set forth in section II, above, occurring in connection with the Employer's operations as described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

The Remedy

Having found that Respondents violated Section 8(b)(1)(B) of the Act, I shall recommend that Respondents cease and desist from restraining or coercing the Employer in the manner found herein. Additionally, I find that the coercive effect herein can be removed only if Respondents are required to rescind the action of expelling Foreman Leon Colston from the Local and from the International and restore to him his union membership, the right to his traveler's card, and any and all benefits accruing or due him because of union membership; such as the insurance policy.

On the basis of the foregoing findings and the record herein, I make the following:

Conclusions of Law

1. Respondents are each labor organizations within the meaning of Sections 2(5) and 8(b) of the Act.
2. The Employer is an employer within the meaning of Sections 2(2) and 8(b)(1)(3) of the Act.
3. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
4. By restraining and coercing the Employer in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances, Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in this case, I recommend that Respondents, their officers, agents, and representatives, shall:

1. Cease and desist from:

(a) In any manner restraining or coercing Dow Jones and Company, Inc., in the selection of representatives chosen by it for the purposes of collective bargaining or the adjustment of grievances.

(b) Expelling and refusing membership to or otherwise disciplining Foreman Leon Colston because of his conduct and performance of work as the Employer's selected representative for the purposes of collective bargaining or the adjustment of grievances.

(c) Refraining from or refusing to use the means for adjustment of disputes provided in the collective-bargaining agreement between Respondents and the Employer.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Rescind the action taken in expelling Leon Colston from membership in Respondents.

(b) Make Leon Colston whole for any losses he may have suffered by reason of Respondents' action in expelling him from membership in Respondents.

(c) Respondents, the Local and the International, are both to advise Colston in writing that each has taken the action of restoring Colston to full membership in the International and the Local and that all references to his expulsion from the Union are to be expunged from Respondents' records.

(d) Respondent Local is to post at its business office, union hall, or any places where it customarily places notices to members, copies of the attached notice marked "Appendix."^{2/} Copies of the said notice shall also be posted at the Employer's place of business if the Employer is willing. Respondent International shall post said notice at its headquarters building on bulletin boards or such places where notices to members are customarily posted and shall publish a copy of the said notice for 2 consecutive months in its official publication "The International Mailer." The notices, on forms provided by the Regional Director for Region 16, shall be signed by an authorized representative of the Respondent Local and by authorized representatives of the Respondent International and shall be posted by the Respondents immediately upon receipt thereof in the manner provided above. The notices are to be posted for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted and reasonable steps shall be taken by Respondents and by the Employer to insure that the notices are not altered, defaced, or covered by any other material.

^{2/} In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, recommendations, and Recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes. In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

(e) Notify the Regional Director for Region 6, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.3/

Dated at Washington, D.C. NOV 28 1969

CERTIFIED TRUE COPY
O. W. FIELDS
EXECUTIVE SECRETARY, NEDS
DATE NOV 28 1969

3/ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondents have taken to comply herewith."

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

Following a trial in which the Company, the International Union, the Local Union, and the General Counsel of the National Labor Relations Board participated and offered evidence, it has been found that we violated the Act. We have been ordered to post this notice and publish it and to abide by what we say in this notice.

WE WILL NOT in any manner restrain or coerce Dow Jones and Company, Inc., in their selection of representatives chosen for the purposes of collective bargaining and/or the adjustment of grievances or disputes under the contract.

WE WILL NOT refuse to follow the contract provisions in our collective-bargaining agreement for the means provided for the adjustment of grievances or disputes.

WE WILL NOT expel from membership or deny membership to foremen or assistant foremen or otherwise discipline them for the conduct or performance of work while such persons are selected representatives of the Employer and its representatives for the purposes of collective bargaining or the adjustment of grievances.

WE WILL rescind the expulsion of Leon Colston from union membership and restore him to membership in the Union with all the rights and privileges due him and remove from our records any reference to such expulsion.

(International)

Dated _____ By _____
(Representative) (Title)

(Local No. 143)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 8A24 Federal Office Building, 819 Taylor Street, Fort Worth, Texas 76102, Telephone 817--334--2941.

UNITED STATES OF AMERICA
EMPLOYMENT NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D. C.

In the Matter of

LOCAL NO. 143, DALLAS MAILERS UNION
and INTERNATIONAL MAILERS UNION

and

DCM JONES & COMPANY, INC.

Docket No. 16-CB-457

Hearing Before

John M. Dyer, Esq., Trial Examiner

at

Dallas, Texas

September 3, 1969

POST HEARING BRIEF

FOR

RESPONDENTS

By

Joel D. Blackmon
Attorney for Respondents
910 17th Street, N. W.
Washington, D. C. 20006

PRELIMINARY STATEMENT

The General Counsel of the National Labor Relations Board filed Unfair Labor Practice charges against Respondents Dallas Mailers Union No. 143, and International Mailers Union alleging a violation of Section 8(b)(1)(B) of the National Labor Relations Act, as amended, in that the Dallas Mailers Union No. 143 and the International Mailers Union terminated the membership in said unions of Robert Leon Colston, a foreman, in the mailing room at Dow Jones & Company, Inc., plant in Dallas, Texas.

The Respondents contend that the Unfair Labor Practice charges should be dismissed since the whole matter concerned only a personal feud between two members of Dallas Mailers Union Local No. 143. That at no time or in any manner did either of the Respondent Unions restrain or coerce Dow Jones & Company in the selection and retention of its representative for the purposes of collective bargaining and adjustment of grievances. That the personal feud between the two local members was based solely on jealousies between them, and had nothing to do with the interpretation of the collective bargaining agreement between the Company and the Union. In fact, the Union refused to take any action or to take any part in the personal feud. Because the Union refused to take any action on this matter, claiming that it did not cover a grievance under the contract, the member of the Union, Wilmar F. Cantrell, filed his own charges against member Robert Leon Colston, alleging a violation of the Union constitution and by-laws, by the said Robert Leon Colston, in that he wronged him, Wilmar F. Cantrell, by harassing and discriminating against him.

THE FACTS

The established and undisputed facts pertinent to this case show that neither of the Respondent Unions were involved in this case as a matter of Union against the Company. When the personal charges were filed by member Cantrell against member Colston with the president of the local union, the local union waited until its next regular meeting to take action on the matter. Without making any decision on the merits of the charges, simply by unanimous vote requested the International to take original jurisdiction of the case. The International took original jurisdiction according to its Book of Laws.

The basic fact of this case was summed up by the Trial Examiner when questioning the witness Cantrell as recorded on page 137, line 10, "This is a feud between you two, was involved over moving one foot?". Also the comment of the Trial Examiner on page 137, line 13 of the record, "Gentlemen this is a sort of a sorry commentary on both of you, isn't it?".

Mr. Cantrell had been the foreman of the mail room for 18 years, and he had been replaced by Mr. Colston for about 2 years. Both were Union members.

The facts show, on page 143, beginning with line 14 and ending on page 145, line 4, that the procedure of the Local Union as to the handling of charges filed by one member against another member were followed without prejudice to either party. The facts also show that the handling of the charges by Mr. Cantrell against Mr. Colston were according to proper procedure as set forth in the testimony of Mr. Ralph Valero, First Vice President of the International Mailers Union, record page 166, line 16 through page 169, line 20.

ARGUMENTS

The attempt of the General Counsel to bring the facts of this case within the category of the previous Board decisions covering fining of supervisor-members by unions completely failed. In the prior cases - San Francisco-Oakland Mailers Union No. 18, 172 NLRB No. 252, 69 LRRM 1157; Lithographers and Toledo Blade, 71 LRRM 1467; New Mexico Carpenters Council, 71 LRRM 1445, and the most recent decision of the Board in Sheet Metal Workers, 72 LRRM 1070, all cover the fact of coercion and restraint by the union against a member supervisor. In the present case, the Union is not involved. It is only the action of one member against another member and has no bearing on the contract or the interpretation of the contract.

There is absolutely no attempt nor were there any attempts on the part of the Respondents to force the foreman to act on their behalf in lieu of acting as agent and representative of the Company.

Indeed, the Union did not complain about the feud between the foreman Colston and the employee Cantrell. It was not a Union matter under the contract. If Cantrell was not performing his work as required or if he was insubordinate, the foreman and Company should have fired him. It is to be noted that there were several disputes over a long period of time between them. Apparently the foreman wanted Cantrell around so he could harass him.

When the individual member Cantrell filed the charges of wronging a brother member, after the Union had refused to take action against the Company, the Union was obligated to accept the charges as filed with it. However, the Local

did not take action on the personal charge, but requested the International to take original jurisdiction. The International was duly bound under its Book of Laws to act on the matter. When Mr. Colston refused or failed to file a brief or to take any action to defend against the charges, the Executive Council had no alternative but to find him guilty as charged and no other alternative but to expel him from the Union. This action had to be taken by the International or to face charges by Cantrell under the Landrum-Griffin Act for its failure to follow the Constitution and By-laws of the International.

This was merely an expulsion for failure of Colston to abide by the menial procedures required of members. There were no attempts to force the foreman to submit to the will of the Union in his capacity as representing the Company.

Therefore, there is no violation by the Respondents of Section 8(b)(1)(B) of the Act, and consequently the Unfair Labor Practice charges should be dismissed.

Respectfully submitted,

Joel D. Blackmon
Joel D. Blackmon
Attorney for Respondents

Certification of Service

I hereby certify that copies of the foregoing Brief have been mailed, postage prepaid, to the following parties: Billy R. Snow, Esq., Regional Director's Office, 16th Region, National Labor Relations Board, Room 8A24, Federal Office Building, 819 Taylor Street, Ft. Worth, Texas 76102; Joseph F. Bartlett, Esq., P. O. Box 300, Princeton, New Jersey; John Ross, P. O. Box 300, Princeton, New Jersey; W. Gilbert Faulk, Jr., P. O. Box 300, Princeton, New Jersey, on the 3rd day of October 1969.

Joel D. Blackmon
Joel D. Blackmon

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SIXTEENTH REGION

DALLAS MAILERS UNION, LOCAL NO. 143
and INTERNATIONAL MAILERS UNION

and

Case No. 16-CB-457

DOW JONES & COMPANY, INCORPORATED

RESPONDENTS' ANSWER TO
COMPLAINT AND NOTICE OF HEARING

Come now the Respondents, by and through their attorney, Joel D. Blackmon, pursuant to the Board's Rules and Regulations, Series 8, as amended, Section 102.20, in answer to the Complaint and Notice of Hearing, states as follows:

1.

Respondents admit to the allegations contained in paragraphs one (1) through eight (8), respectively, of the complaint.

2.

Respondents deny the allegations as set forth in paragraphs nine (9) and in sub-paragraphs 9(a), 9(b), 9(c) and 9(d) of the complaint.

3.

Respondents deny the allegations as set forth in paragraph ten (10). Respondents further state that all acts and actions taken by them, in regard to this matter, have not been, and are not now, based on the conduct of the Employer's Supervisor, Robert Leon Colston, as to the administration and interpretation of the collective bargain agreement in effect between the Employer and Respondents. Respondents further state that there have been no acts and no actions on the part of the Respondents to restrain or coerce the Employer in the selection and retention of its

representatives for the purposes of collective bargaining and

expelling of Supervisor, Robert Leon Colston, from membership in the International Mailers Union is based solely on his violations of and disobedience to the Constitution and By-Laws of the International Mailers Union. That Dow Jones & Company, Inc., by and through its officers and representatives have interfered with and impaired the rights of the International Mailers Union to prescribe its own reasonable rules with respect to the retention of membership therein.

4.

Respondents deny the allegations as set forth in paragraph eleven (11), since the alleged acts of the Respondents in paragraphs nine (9) and ten (10) are denied.

5.

Respondents deny the allegations as set forth in paragraph twelve (12). Respondents state that the acts on the part of Dow Jones & Company, Inc., by and through its officers and representatives, in attempting to impair the rights of the International Mailers Union in prescribing its own reasonable rules with respect to the retention of or dismissal of members therein, is a violation of Section 8 (a), (1) of the National Labor Relations Act, as amended.

WHEREFORE, Respondent respectfully requests the Honorable National Labor Relations Board to dismiss the charge of unfair labor practice against Respondents. Respondents further respectfully request that Dow Jones & Company, Inc., and its officers, Robert Leon Colston, Supervisor, and Paul Munson, Production Manager of the Dallas, Texas plant, be ordered to cease and desist from interfering with the International Mailers Union

in its organizational and internal affairs.

Respectfully submitted,



Joel D. Blackmon,
Attorney for Respondents
812 Barr Building
910 17th Street, N. W.
Washington, D. C. 20006
Phone: 202-296-3454

+++++

CERTIFICATION OF SERVICE


I hereby certify that copies of the foregoing RESPONDENTS' ANSWER TO COMPLAINT AND NOTICE OF HEARING, have been mailed, postage pre-paid, this 29th day of August, 1969, to the following:

W. Gilbert Faulk, Jr., Esquire
Dow Jones & Company, Inc.
Box 300
Princeton, New Jersey 80540

Dow Jones & Company, Inc.
1233 Regal Row
Dallas, Texas 75247

International Mailers Union
2240 Bell Court
Denver, Colorado 80215

Dallas Mailers Union, Local No. 143
1403 Presidio
Dallas, Texas 75216

Signed, 
Joel D. Blackmon, Attorney

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SIXTEENTH REGION

DALLAS MAILERS UNION, LOCAL NO. 143,
and INTERNATIONAL MAILERS UNION

and

Case No. 16-CB-457

DOW JONES & COMPANY, INC.

COMPLAINT AND NOTICE OF HEARING

It having been charged by Dow Jones & Company, Inc., hereinafter called the Employer, that Dallas Mailers Union Local No. 143 and International Mailers Union, both herein called the Respondents, have engaged in and are engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Sixteenth Region, pursuant to Section 10(b) of the Act, and the Board's Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1.

The charge herein was filed by the Employer on June 4, 1969, and was served on the Respondents by registered mail on June 4, 1969.

2.

The Respondents are now, and have been at all times material herein, labor organizations within the meaning of Section 2(5) of the Act.

3.

The Employer is, and has been at all times material herein, a corporation duly organized and existing by virtue of the laws of the State of Delaware, maintaining an office and place of business in the City of Dallas, Texas, herein called its plant, located at 1233 Regal Row, where it has been continuously engaged in the publishing of the Wall Street Journal.

During the past year, the Employer, in the course and conduct of its publishing operations, associated in the dissemination of news with Associated Press; advertised various nationally sold products, including, but not limited to International Harvester Company, Combustion Engineering, Jack Daniel Distillery, The Prudential Insurance Company of America and derived gross revenues from said publishing operations in excess of \$500,000. During the same period of time, in the course and conduct of its business operations, it purchased, transferred, and delivered to its plant goods and materials valued in excess of \$50,000, which were transported to said plant directly from states of the United States other than the State of Texas.

5.

The Charging Party is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(5) and (7) of the Act.

6.

At all times material herein, the following named persons occupied positions set forth opposite their respective names and have been and are now agents of Respondents, acting on their behalf:

Wayne O. Wright	President, Dallas Mailers Union, Local 143
Harold A. Hosier	President, International Mailers Union
Gene Johnson	Secretary-Treasurer, International Mailers Union
Ralph H. Valero	First Vice President, International Mailers Union
Roger S. Royce	Second Vice President, International Mailers Union
Rudy Cummings	Third Vice President, International Mailers Union

7.

At all times since January 1, 1968, and continuing to date, Respondents have been the exclusive representative for the purposes of

collective bargaining of all journeymen mailers and apprentice mailers employed by the Employer, performing work pertaining to mailing, such as addressing, tagging, stamping, labeling, bundling or wrapping, preparing wrappers, sorting, routing, dissecting or marking wrappers, taking bundles or papers from conveyors or escalators, stacking, folding, handling of bundles or mail sacks within the mail room, counting of papers (leaving), tying, sacking, delivering papers to mailers or loading docks, or inserting or dispatching of papers or other printed matter, and Respondents and the Employer have been parties to a series of written collective bargaining agreements covering said employees, the most recent of which was effective January 1, 1968, and bears a termination date of January 1, 1970.

8.

At all times material herein, Robert Leon Colston has been employed by the Employer in the mailing room and has occupied the position of foreman, and has been, and is now, a supervisor within the meaning of the Act and representative of the Employer for the purposes of collective bargaining and/or the adjustment of grievances.

9.

Commencing on or about December 4, 1968, and continuing to date, Respondents by their officers, agents and representatives, have restrained and coerced and are restraining and coercing the Employer in the selection and retention of its representatives for the purposes of collective bargaining and the adjustment of grievances, by the following acts and conduct:

a. Since on or about December 4, 1968, and repeatedly thereafter, Respondents, orally and in writing, threatened to expel Robert Leon Colston from membership in the International Mailers Union and Dallas Mailers Union, local No. 143 because of the performance by him of his normal duties as a foreman.

b. On or about March 31, 1969, Respondent Dallas Mailers Union, Local No. 143 filed internal union charges against Robert Leon Colston requesting him to appear before representatives and officers of the International Mailers Union for the purpose of investigating his conduct as the supervisor and representative of the Employer in the administration and interpretation of the collective bargaining agreement in effect between the Employer and Respondents.

c. On or about June 5, 1969, Respondent International Mailers Union, through its executive counsel, requested Robert Leon Colston to appear before the executive counsel of the International Mailers Union for the purpose of investigating his conduct as supervisor and representative of the Employer in the administration and interpretation of the collective bargaining agreement in effect between the Employer and Respondents.

d. On or about June 27, 1969, Respondent International Mailers Union did terminate the membership of Robert Leon Colston and expel him from the International Mailers Union and Dallas Mailers Union, Local No. 143 because of the manner in which he interpreted and administered the collective bargaining agreement in effect between the Employer and Respondents.

10.

By the acts described above in paragraph 9 and the various subparagraphs thereof, Respondents did engage in, and are engaging in, unfair labor practices within the meaning of Section 8(b)(1)(B).

11.


The acts of the Respondents described above in paragraphs 9 and 10, occurring in connection with the operations of the Employer described in paragraphs 3, 4, and 5 above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

The acts of the Respondents described above in paragraphs 9 and 10 constitute unfair labor practices affecting commerce within the meaning of Sections 8(b)(1)(B) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 3rd day of September, 1969 at ten o'clock in the forenoon (CDT) in Room 122A at 1114 Commerce Street, in the City of Dallas, Texas, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB--4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases as Taken from the Board's Published Rules and Regulations and Statements of Procedure, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, the Respondents shall file with the Regional Director for the Sixteenth Region, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board.

DATED AT Fort Worth, Texas, this 13th day of August 1969.


Elmer Davis, Regional Director
National Labor Relations Board
Sixteenth Region
Room 8A24, Federal Office Building
819 Taylor Street
Fort Worth, Texas 76102

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.

16-CD-457

Date Filed

June 4, 1969

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name DALLAS MAILERS UNION NO. 143 and INTERNATIONAL MAILERS UNION

b. Union Representative to Contact

Wayne Wright, Pres.

c. Phone No.

A/C 214
376-5569

d. Address (Street, city, State and ZIP code)

1403 Presidio
Dallas, Texas 752162240 Bell Court
Denver Colorado 80215e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) (E) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about February 22, March 14, and May 19, 1969, and at all times thereafter, the above-named labor organization, by its officers, agents, representatives and members, restrained and coerced Dow Jones & Company, Inc., an employer, in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by expelling and/or threatening to expel its foreman, Robert Leon Colston, from membership in the International Mailer's Union because of the performance by Colston of his normal duties as foreman.

3. Name of Employer

Dow Jones & Company, Inc.

4. Location of Plant Involved (Street, city, State and ZIP code)

1233 Regal Row, Dallas, Texas 75247

5. Type of Establishment (Factory, mine, wholesaler, etc.)

Printing and Publishing

6. Identify Principal Product or Service

Newspaper

7. No. of Workers Employed

110

8. Full Name of Party Filing Charge

W. Gilbert Faulk, Jr., Attorney

9. Address of Party Filing Charge (Street, city, State and ZIP code)

Dow Jones & Company, Inc.

P. O. Box 300, Princeton, New Jersey (Phone: A/C 609 452-2000)

Dallas:

10. Telephone No.

A/C 214
631-7250

II. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By

W. Gilbert Faulk, Jr.
(Signature of representative of person making charge)

Attorney

(Title or office, if any)

W. Gilbert Faulk, Jr.

A/C 214 (Dallas)

Address P. O. Box 300, Princeton, New Jersey

631-7250

(Telephone number)

June 4, 1969

(Date)

WHILE FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

CONTRACT

between

DOW JONES & COMPANY, INC.

and

DALLAS MAILERS' UNION NO. 143

This agreement made and entered into this First day of January, 1963, by and between Dow Jones & Company, Inc., publishers in Dallas, Texas (hereinafter referred to as the Publisher), and Dallas Mailers' Union No. 143, a subordinate of the International Mailers' Union (hereinafter referred to as the Union).

Section 1. This agreement shall become effective on January 1, 1963, and shall remain in effect to and including December 31, 1970, except as hereinafter provided.

(a) Should either party desire to negotiate for changes in any or all of the provisions of this contract, written notice to that effect must be given in writing to the other party at least sixty (60) days prior to the expiration date of the contract. Any notice given under the provisions of this section shall be accompanied by a copy of the proposed changes. The party receiving notice shall have thirty (30) days in which to deliver a counterproposal. Failure to submit a counterproposal shall be construed as offering the existing contract as the party's counterproposal. If an agreement has not been reached by the date upon which the contract expires, conditions prevailing prior to the expiration of this contract shall be maintained until an agreement is reached. It shall be a violation of this contract for any employe or employes to engage in a strike, work stoppage or slowdown, and furthermore it shall be a violation on the part of the Publisher to lock out employes.

(b) The Publisher hereby recognizes the Union as the exclusive bargaining representative of all employes covered by this agreement. The words "employe" and "employes" when used in this agreement shall apply to journeymen and apprentices. The terms "journeymen" and "apprentices" shall in no way be understood to apply exclusively to members of the Union.

(c) The Union agrees, when called upon, to supply the Publisher with competent and skilled journeymen.

Journeymen are defined as: (1) Persons who prior to the effective date of this agreement have established their competency as journeymen in the mail room of the Publisher.

(2) Persons who have proved their proficiency in the mailing trade to the satisfaction of the foreman.

(d) All time covered by this agreement belongs to the office. The Publisher shall determine the number of journeymen to be employed in any capacity in the work covered by this agreement. Where machines are used, the Publisher shall determine the number of men required to operate them. If at any time the Union claims the Publisher, through the operation of this section, is working an undue hardship upon any employee covered by this contract, the Union may refer this claim to the Joint Standing Committee in accordance with Section 9 of this contract.

JURISDICTION

Section 2. Only journeymen and apprentices shall perform work, pertaining to mailing, such as addressing, tagging, stamping, labeling, bundling or wrapping, preparing wrappers, sorting, routing, dissecting or marking wrappers, taking bundles or papers from conveyors or escalators, stacking, folding, handling of bundles or mail sacks within the mail room, counting of papers (leaving), tying, sacking, delivering papers to mailers or loading dock, inserting or dispatching of papers or other printed matter.

HOURS

Section 3. Seven (7) consecutive hours, exclusive of one-half hour for lunch, shall constitute a day's or night's work. Five (5) days or five (5) nights or any combination thereof, shall constitute a week's work. No employee shall be employed for less than a full shift except when discharged for cause or excused at his own request.

(a) Day rates shall apply to shifts beginning at or after 6:00 a.m. and ending not later than 6:00 p.m. Night rates shall apply to shifts starting or ending between 6:00 p.m. and 6:00 a.m.

(b) Employees who have left the premises and are called back after more than fifteen (15) minutes and less than eight (8) hours from termination of regular hours shall receive \$2.00 for the call, plus the regular overtime rate for the actual time worked on said call-back or while on call duty.

OVERTIME

Section 4. All time worked in excess of the regular hours established for the day's, night's, or week's work shall be paid for at the overtime rate, which shall not be less than time and one-half based on the hourly wage paid to the

individual journeyman. Payment for overtime shall be computed in fifteen minute intervals.

WAGES

Section 5. Effective January 1, 1968, the minimum wage scale for journeymen shall be \$130.75 per week, \$26.15 per shift for day work.

Effective January 1, 1968, the minimum wage scale for journeymen shall be \$135.75 per week, \$27.15 per shift for night work.

Effective January 1, 1969, the minimum wage scale for journeymen shall be \$137.25 per week, \$27.45 per shift for day work.

Effective January 1, 1969, the minimum wage scale for journeymen shall be \$142.25 per week, \$28.45 per shift for night work.

Effective January 1, 1970, the minimum wage scale for journeymen shall be \$143.75 per week, \$28.75 per shift for day work.

Effective January 1, 1970, the minimum wage scale for journeymen shall be \$148.75 per week, \$29.75 per shift for night work.

Effective January 1, 1968, all shifts starting at 9 p.m. or later shall be paid for at the lobster rate which shall be \$1 above the night scale.

HOLIDAYS

Section 6. All work performed on holidays shall be paid for at double time. The recognized holidays are: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (or days celebrated as such).

(a) The holiday shall begin at the start of the day shift or night shift on the eve of the holiday and end 24 hours later. There shall be no duplication of holiday payments.

(b) When a holiday falls on an employee's normal day off or during his vacation he shall be given an additional day off with pay or at the option of the employer he may be paid a shift's pay.

(c) Each situation holder scheduled to work on a holiday shall receive a day's pay for any of the aforementioned holidays on which the employer does not ask him to work.

(d) Regular substitutes who have maintained priority for a period of 30 days and who have worked four shifts in the calendar week during which the holiday falls shall receive holiday benefits as provided for above.

VACATIONS

Section 7. (a) All employees who have established and maintained priority in a regular full time situation for a period of not less than one (1) year prior to January 1, 1968, or any succeeding January 1, shall be granted two weeks (10 working days or nights) vacation with pay, provided said employees shall actually have worked a minimum of 210 days or nights in the period of 12 calendar months preceding January 1, 1968, or any succeeding January 1.

Employees who have worked less than 210 days during the specified period shall be granted one day's or night's paid vacation for each 25 days (or major fraction thereof) worked.

(b) Employees who have established and maintained priority in a regular full time situation for a period of not less than four (4) years prior to January 1, 1968, or any succeeding January 1, shall be granted three weeks (15 working days or nights) vacation, provided said employees shall actually have worked a minimum of 205 days or nights prior to January 1, 1968, or any succeeding January 1.

Employees who have worked less than 205 days during the specified period shall be granted one day's or night's paid vacation for each 15 days (or major fraction thereof) worked.

(c) Employees who have established and maintained priority in a regular full time situation for a period of not less than twenty (20) years prior to January 1, 1968, or any succeeding January 1, shall be granted four weeks (20 working days or nights) vacation, provided said employees shall actually have worked a minimum of 200 days or nights prior to January 1, 1968, or any succeeding January 1.

Employees who have worked less than 200 days during the specified period shall be granted one day's or night's paid vacation for each 10 days (or major fraction thereof) worked.

(d) Choice of vacation dates shall be according to

priority standing, but final determination shall be by the foreman, to the end that production shall not be impeded. Schedules for vacations shall be posted sufficiently in advance, when possible, so that employes may know their vacation period at least thirty (30) days in advance. If the vacation due an employe is less than five days or nights, one week's advance notice is required.

(e) When an employe covered by this contract has established and maintained priority standing for a period of three months, if he dies, retires, resigns, is discharged, or enters military service, the vacation credits accrued shall be paid in cash to the employe or his beneficiary. An employe laid off to decrease the force shall be entitled to vacation credits earned.

FOREMAN

Section 3. The Foreman shall be appointed by the Publisher and shall represent the Publisher in the mailing room. He shall be the sole judge of an employe's competency as a workman. The foreman shall select and employ all help and shall direct, control and assign all employes in his department. He may discharge any employe at any time for (1) incompetency; (2) neglect of duty; (3) violation of office rules, which shall be kept conspicuously posted and which shall in no way abridge the civil rights of the employes; (4) to decrease the force.

(a) A reduction in the force shall be accomplished by discharging first the person or persons last employed as regular full time employes. To increase the force, those discharged to decrease the force shall be hired in reverse order, subject to availability. The substitute oldest in continuous service shall have prior rights in filling of the first vacancy.

(b) In the absence of the foreman, the assistant foreman shall have full authority of the foreman.

(c) Upon written request, the foreman shall give the reason for discharge of an employe covered by this agreement in writing within seventy-two (72) hours.

(d) The foreman may call his force or any part of it to work at different hours provided notice is given by the end of the previous shift. This shall not apply to emergencies over which the Publisher has no control. Employes shall temporarily, or permanently, perform any mailing room work assigned to them by the foreman. No man shall be allowed to leave the office during working hours except with permission of the foreman.

(e) The foreman shall post a schedule of off days or nights according to priority, not later than 24 hours before beginning of the work week.

(f) The Union shall not discipline the foreman for carrying out orders of the Publisher or his representatives as authorized by this contract.

JOINT STANDING COMMITTEE

Section 9. The parties hereto agree that fruitless controversies will be avoided and every effort will be made to maintain and further present harmonious relationships. To this end, both parties will in every instance give prompt attention to disputes and will, in good faith, endeavor to settle all differences amicably without resorting to the arbitration procedure.

(a) There shall be a standing committee, called the Joint Standing Committee, composed of two representatives of the Union and two representatives of the Publisher, to which committee shall be referred all disagreements, between the parties to this contract, concerning differences in the interpretation and enforcement of the terms of this contract, which cannot be settled by conciliation.

(b) The proper procedure in case of such disputes is for the Chairman of the Chapel to take the matter up with the Foreman of the Mail Room. If these two are unable to reach an agreement, the President of the Union or his representative shall take the matter up with the Publisher or his representative. If there is still no agreement, the dispute shall be referred to the Joint Standing Committee in writing. This Committee shall meet within ten days after written notice is received by either party.

(c) In case an agreement is not reached, the Committee shall select a fifth and disinterested member within ten days. In the event the Committee fails to select a fifth member within ten days, he shall be selected according to the rules of the American Arbitration Association. This fifth member shall serve as arbiter and chairman of the hearing and shall render a decision on the dispute after the conclusion of the hearing and presentation of written briefs by both parties.

(d) It is agreed that the procedures herein provided for settling disputes by arbitration shall be used to the exclusion of any other means available. It further being understood all arbitration decisions rendered under the terms of this contract shall be final and binding on both parties.

(e) Business shall be conducted without interference or interruption in a regular and orderly manner until the controversy is settled as provided above. Conditions prevailing prior to the time the differences arose shall be preserved until a final decision of the matter shall have been reached, except that this shall not be construed as applying to discharge cases. Pending a final settlement of a discharge case, a discharged employee shall be barred from employment. If the discharged employee is ordered reinstated by the Joint Standing Committee, it shall have the jurisdiction to determine if there shall be pay for time lost, and if so, the amount thereof. Provided, in no case shall reimbursement be in a greater sum than the working time actually lost at straight time rates. All expenses incurred by the impartial arbitrator and his fees shall be borne equally by the parties to this agreement.

OCCUPATIONAL DISABILITY

Section 10. When an employee is forced to lose time because of an injury occurring in the plant operated by the Publisher, which injury is covered by the laws of the State of Texas governing workmen's compensation, he shall be paid as follows: Full pay for the shift on which injured and full pay for each additional day's time lost at his regular rate of pay (up to a maximum of four additional work days), and thereafter at 70% of the scale not to exceed \$75.00 per week for a period not to exceed 13 weeks. The weekly workmen's compensation payments shall be deducted from the payments provided herein. It is understood and agreed that such payment will be made only if such time off is certified to be necessary as a result of such accident by one of the doctors listed under the workmen's compensation rules, which list is on the Publisher's bulletin board. Days off while receiving the supplemental payments from the employer shall be included in the schedule of days worked for which vacations are allowed.

NON-OCCUPATIONAL DISABILITY

Section 11. Effective with the ratification of this contract the Publisher will provide the following non-occupational disability benefits for all regular situation holders and apprentices holding their situations for six months or longer: thirteen weeks disability pay at 70% of the scale, not to exceed \$75.00 per week for loss of time due to each sickness or accident (\$975.00 maximum). Benefits shall be payable from the eighth day of disability. In the case of hospitalization or non-occupational accident the benefits shall be payable from the first day. Publisher requires certified medical evidence as a prerequisite to the payment of benefits. In the event of a recurring non-occupational disability the total benefits shall not exceed the maximum disability benefits.

Days during sick leave shall be included in the schedule of days worked for which vacations are allowed.

APPRENTICES

Section 12. (a) An apprentice shall serve an apprenticeship of four (4) years. The advancement in training and wage rates of an apprentice may be accelerated by mutual consent and the term of apprenticeship may be shortened by the extent of such accelerated advancement. Should an apprentice be careless or neglectful of his duties, either may call it to the attention of the other party; however, he will only be disciplined or discharged at the discretion of the foreman.

(b) Apprentices may be employed in the ratio of one to every seven (7) journeymen regularly employed until two apprentices have been employed.

(c) No apprentice shall be kept overtime on work in advance of his training.

(d) The foreman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to do all classes of work in the mailing room. Apprentices are to advance in the trade as outlined below:

First Six Months:

1. Handling or transporting of newspapers.
2. Catch press conveyor.
3. Spreading sacks, making paste, cleaning Dick mailers and paste pots.
4. Tying bundles by hand.

Six Months to Two Years:

1. Filling, labeling, pulling and hanging sacks on machine.
2. Tying clubs.
3. All other floor work.

After Two Years:

1. All other mail room work.

(e) Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and working hours.

(f) The wages of apprentices shall be the following percentage of the journeyman's wages:

1st year---70%
2nd year---80%
3rd year---90%
4th year---95%

FUNERAL LEAVE

Section 13. When a situation holder has a death in the immediate family (defined as parents, spouse, children, mother-in-law, and father-in-law), the employe shall receive the scheduled work days off with pay that occur within three calendar days encompassing the day of the funeral.

JURY DUTY

Section 14. A regular situation holder covered by this agreement, who is required to report for jury services on a day when he normally would have been scheduled to work shall be paid the difference between the fee received for such service and the regular shift's pay at straight time rates. This payment shall be limited to two weeks. To become eligible for such payment, the employe must inform the foreman in writing of the call to jury service within twenty-four (24) hours of receipt of official notification, and then must furnish to the foreman a statement of jury service from the Clerk of the Court.

(a) To qualify for this payment the employe must perform jury service for at least three hours of his work day.

SEVERANCE

Section 15. In event of merger, consolidation or suspension, all regular situation holders who lose employment thereby shall receive severance pay as follows:

- | | |
|----------------|--------------------|
| 1. One year | - One weeks pay. |
| 2. Two years | - Two weeks pay. |
| 3. Three years | - Three weeks pay. |
| 4. Four years | - Four weeks pay. |

Length of employment shall be calculated from date of regular situation. Severance pay shall be at the employe's regular straight time rates.

Section 16. To the best knowledge and belief of the parties, this contract now contains no provision which is contrary to federal or state law. Should, however, any provision of this agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with federal or state law, then such provision shall continue in effect only to the extent permitted. In the event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

Section 17. The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and have settled the same for the term of this agreement in accordance with the terms hereof.

FOR THE UNION:

FOR DOW JONES & COMPANY, INC.

In order to comply with the International Mailers' Union laws and procedures only, and without affecting the rights of the employes, this agreement is approved as being in compliance with the laws of the International Mailers' Union as limited by the Taft-Hartley Law, and the undersigned on behalf of the Executive Council of the International Mailers' Union, hereby pledges, as a matter of Union policy only, its full authority under its laws to the fulfillment thereof, without becoming a party hereto and without assuming any contractual liability as a party.

INTERNATIONAL MAILERS' UNION

President

THE WALL STREET JOURNAL

DOW JONES & COMPANY, INC., PUBLISHERS
1233 Regal Row - Dallas, Texas 75247

November 19, 1968

Mr. Melmar F. Cantrell
2027 Hillburn Drive
Dallas, Texas

Dear Mr. Cantrell:

On Monday, November 16, 1968, you failed to obey
a valid and reasonable order.

Insubordination is a serious offense. You are
informed that future failure to obey an order covering
work under the jurisdiction of the Dallas Mailers Union
No. 143 may subject you to discharge.



Leon Colston
Foreman

cc: Ralph Valero
Roland Keneau

NATIONAL LABOR RELATIONS BOARD

Case No. 11-68-452 OFFICIAL EXHIBIT NO. 15-2

Disposition { Identified
Received
Rejected

In the presence of
Witness Reporter
No. Pages

November 30, 1966

Mr. Leon Colston
c/o The Wall Street Journal
1233 Regal Row
Dallas, Texas 75217

Dear Mr. Colston:

I acknowledge receipt of your letter of November 19, 1966.

I protest, it is unfair and incorrect letter. On Monday, November 16, 1966, I did not refuse to obey any valid and reasonable order. I acknowledge that you did not agree with my method of accomplishing work, but I did accomplish the work and never refused to perform each and every task assigned to me.

On that date I was not insubordinate nor have I ever been insubordinate at any other time.

Also, I respectfully request that any matter you consider discipline on my behalf be directed to me in person or on the job rather than by mail to my home. There is illness in my home and receipt of such a letter was very upsetting to my family.

Very truly yours,

Robert F. Carroll

NATIONAL LABOR RELATIONS BOARD

Subject: AL-CA-457 OFFICIAL EXHIBIT NO. 1

Disposition

Identified u

Received c

Rejected

In the matter of Robert F. Carroll

Date 11/21/66 Witness _____

No. Pages 1

Reporter _____

Received
2-27-69

A

Feb. 22, 1969

Wayne C. Wright, President
Dallas Tailors Union No. 113
1403 Franklin
Dallas, Texas 75216

Re: Charges

Dear Brother Wright:

I hereby prefer charges against Leon Colston, a member of Dallas Tailors Union No. 113, for conduct unbecoming a union man in that he, arbitrarily and with malice intent is discriminating against me, W. F. Centrell, a member in good standing, of Dallas Tailors Union No. 113, by requiring me to perform duties that are not performed by any other member or members, in the same hall room, where all the duties of each member are the same.

Respectfully submitted,

W. F. Centrell

W. F. Centrell

NATIONAL LABOR RELATIONS BOARD

Bucket # *11-118-15* OFFICIAL EXHIBIT NO. *5-1*

Disposition	{	Identified	<input checked="" type="checkbox"/>
		Received	<input checked="" type="checkbox"/>
		Rejected	<input type="checkbox"/>

In the matter of *Dallas Tailors Union*
Date *9/3/69* Witness _____ Reporter *Wright*
Ex. P. 1

2 A

Mr. J. M. ...
221 ...
Nov. 1, 1940

On Nov. 1, 1940, I was ...
on the ...
Collection.

On Nov. 1, 1940, I was ...
table ...
for the conveyor ...

I ...
being ...

On Nov. 1, 1940, I received a letter ...
my ...
obey him ...

In ...
been ...

On Nov. 1, 1940, I ...
been ...
been ...

On Nov. 1, 1940, I ...
been ...

On Nov. 1, 1940, I ...
been ...

On Nov. 1, 1940, I ...
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On Nov. 1, 1940, I ...
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On Nov. 1, 1940, I ...
been ...

On Nov. 1, 1940, I ...
been ...

W. F. ...

NATIONAL LABOR RELATIONS BOARD

Docket No. 16-CP-457 OFFICIAL EXHIBIT NO. J-9

Disposition { Identified _____
Received _____
Rejected _____

In the matter of: *William M. ...*
Date: *9/13/40* Witness: _____ Reporter: *...*

No. Pages: 1

Mr. Harold A. Hosier, President
International Mailers Union
2240 Bell Court
Denver, Colo.

Dear President Hosier:

Enclosed you will find a copy of charges against Leon Colston filed by W.F. Cantrell.

At the March 2nd. meeting of Dallas mailers Union # 143 it was moved, seconded and carried to request the Executive Council of the International Mailers Union to take jurisdiction of the charges.

Respectfully submitted,

Wayne O. Wright

NATIONAL LABOR RELATIONS BOARD

Case # 16-CE-452 EXHIBIT NO. 7-6

Disposition

Initiated

Referred

Selected

by the Board of Dallas, N.L.R.B. Union
9/7/57
No. 1221 1

EXHIBIT A

19

BEST COPY
from the original



INTERNATIONAL MAILERS UNION

March 5, 1969

Office of the President
HAROLD A. HOSIER
2243 BILL COURT
TELEPHONE 233-2428
DENVER, COLORADO 80215



Mr. Wayne Wright, President
Dallas Mailers Union No. 143
1403 Presidio
Dallas, Texas 75216

Dear Wayne:

I acknowledge receipt of your letter under date of March 3rd, and the enclosed copy of charges which have been brought against Leon Colston, a member of Dallas Mailers Union No. 43. In your letter, you request that the Executive Council of the International Mailers Union take original jurisdiction of the charges.

This is to advise you that I have taken the matter before the Council. As soon as they have made a decision, I will let you know.

With best wishes, I am

Sincerely and fraternally,

Harold A. Hosier

Harold A. Hosier

HAH/h

cc: IMU Executive Council

INTERNATIONAL LABOR RELATIONS BOARD
Case No. *16-2457* EXHIBIT NO. *J-7*

Disposition {
Initiated *✓*
Referred *✓*
Reopened

In the Matter of *Leon Colston*
Witnesses *1/1/69* Reporter *1/1/69*
No. Pages *1*

J
EXHIBIT B



INTERNATIONAL MAILERS UNION

March 14, 1969

Office of the President

HAROLD A. HOSIER

2240 BELL COURT

TELEPHONE 233-2428

DENVER, COLORADO 80215



Mr. Wayne Wright, President
Dallas Mailers Union No. 143
1403 Presidio
Dallas, Texas 75216

Dear Wayne:

This is to advise you that the International has taken original jurisdiction over the charges filed by Brother Cantrell against Leon Colston.

It will be necessary for Brother Cantrell to furnish briefs to support his charge, with a sufficient number of copies to furnish one copy to Mr. Colston and five copies to the International. Mr. Colston should be instructed to furnish the same number of copies in his written reply. Also, on the part of both parties, the same shall apply with regard to any rebuttals or surrebuttals which may be filed. After all briefs have been finalized, five copies of each are to be sent to Secretary Johnson.

If there is any further instruction you wish in this regard, please advise this office.

Sincerely and fraternally,

Harold A. Hosier

Harold A. Hosier

HAH/h

cc: Leon Colston

W. F. Cantrell

IMU Executive Council

NATIONAL LABOR RELATIONS BOARD

Case No. 15-28 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Disposition

In the matter of *Willie White*
Date *9/2/69* Witness *...*
No. *...*

EXHIBIT C

81

BEST COPY
from the original

THE WALL STREET JOURNAL

DOW JONES & COMPANY, INC.

Publishers

100 WALL STREET, NEW YORK, N.Y. 10038

RECEIVED
APR 23 1969

March 19, 1969

Mr. Welmar F. Cantrell
3027 Hillburn Drive
Dallas, Texas

Dear Mr. Cantrell:

On Tuesday, March 18, 1969, you failed to obey a valid and reasonable order. This is the second written warning you have received for insubordination in less than six months.

On this same date, during working hours, you also threatened me with bodily harm. This is the second time you have done this. You previously threatened me with violence on January 1st of this year.

Any further threats of violence will not be tolerated and will result in your immediate discharge and may also result in appropriate legal action.

Yours truly,

Leon Colston

Leon Colston
Foreman

NATIONAL LABOR RELATIONS BOARD
Docket No. 11-66-127 OFFICIAL EXHIBIT NO. J-9

LC:11

cc: Mr. Ralph Valero
Mr. Roland Renoau

Disposition { Identified ☒
Received ☒
Rejected ☐

In the matter of *William F. Valero*
Date *3/15/69* Witness *29* Reports *6/1/69*
No. Pages *6*

82

April 1, 1969

NATIONAL LABOR RELATIONS BOARD

Packet No. 12-68-457 OFFICIAL EXHIBIT NO J-10

Disposition { Identified ✓
Received ✓
Rejected _____

In the matter of Dallas Mailman
Date 9/2/69 Witness _____ Reported Diary M.
No. Pages _____

Mr. Leon Colston
c/o The Dallas Journal
1233 Main St.
Dallas, Texas 75202

Dear Mr. Colston:

I acknowledge receipt of your letter of March 19, 1969.

For the record, I know of no order that you gave me on the day, March 19, 1969, that I refused to obey. As you well know there was a witness present during the incident in question and his memory coincides with mine.

Your continuing threatening you with bodily harm is out of context. The fact is that you, without provocation, placed your hands on me and I instructed you to remove them or I would forcibly remove them. You have not in the past nor will you in the future ever have authority to lay hands on me. I assure you as long as you conduct yourself as a gentleman I will conduct myself as a gentleman and you will not be in any threat of bodily harm from me.

Let me say that I am not looking for any incident and I sincerely hope that we can work amicably together in the future.

Very truly yours,

W. F. Controll
Wolfram F. Controll

83

J-10
K.

BEST COPY

from the original

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

SYMBOLS

DL - Day Letter

NL - Night Letter

LT - International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination.

DC339 (43)NSC392

NS DD185 D LLM223 SD PDB 4 EXTRA DALLAS TEX 24 40SP CST

WAYNE WRIGHT, DLY 75

DALLAS MAILERS UNION #143 1403 PRESIDIO DAL RTE LL
PLEASE BE ADVISED THAT DOW JONES AND COMPANY, INC. HAS INSTRUCTED
IT'S FOREMAN, LEON COLSTON, TO REFUSE TO COMPLY WITH YOUR LETTER
OF MARCH 14? 1969 ORDERING HIM TO MAKE REPLY TO CERTAIN CHARGES
PROCESSED BY DALLAS MAILERS UNION #143 AGAINST HIM. DOW JONES
CONSIDERS THIS ACTION TO BE IN DIRECT VIOLATION OF OUR PRESENT
CONTRACT AND THEREFORE REQUEST A MEETING OF THE JOINT STANDING
COMMITTEE AS PROVIDED FOR IN SECTION 9 ALSO BE ADVISED THAT
ANY FURTHER ATTEMPTS BY THE UNION TO INTIMIDATE OR HARASS THE
FOREMAN WILL BE INTERPRETED BY DOW JONES AS AN UNFAIR LABOR
PRACTICE IN VIOLATION OF SECTION 8(B)(1)(B) OF THE ACT AND
WILL NECESSITATE OUR SEEKING AN APPROPRIATE REMEDY

PAUL MUNSON PRODUCTION MANAGER DALLAS TEXAS

SF 1201 (J12-65)

84

AVAILABLE

al bound volume

INTERNATIONAL MAILERS UNION

A CRAFT UNION OF THE PRINTING TRADES

RECEIVED
JUN 5 1969

OFFICE OF
SECRETARY-TREASURER
GENE JOHNSON
Suite 814-815 Fleming Bldg.
Des Moines, Iowa 50309
Phone 283-1941

May 19, 1969

Re: Appeal No. 314
W.F. Cantrell vs. R.L. Colston

Mr. R. L. Colston
3904 Flamingo Way
Mesquite, Texas 75149

Dear Brother Colston:

For your information, the Executive Council has unanimously approved the motion listed below:

That the charges of discrimination against a brother member be upheld and that Leon Colston be notified that he has twenty (20) days from date this letter is received in which to show cause why he should not be expelled from the International Mailers Union.

Harold K. Hansen
President

Charles H. Walero
First Vice President

Dodson A. Payne
Second Vice President

Ruby Cunningham
Third Vice President

Gene Johnson
Secretary-Treasurer

NATIONAL LABOR RELATIONS BOARD

c.c: Mr. Joel Blackmon
Mr. W.F. Cantrell
Mr. Wayne Wright, President, #143

Desk # 11-06-45 OFFICIAL EXHIBIT NO. J-12

Disposition { Identified
Resolved
Rejected

In the matter of Dodson A. Payne
9/13/69 Witness
Reporter Lang

INTERNATIONAL MAILERS UNION

A CRAFT UNION OF THE PRINTING TRADES

OFFICE OF THE
SECRETARY-TREASURER
GENE JOHNSON
Suite 214-215 Flaming 215
Des Moines, Iowa 50309
Phone 283-1941

May 23, 1969

R. L. Colston
3904 Flamingo Way
Mesquite, Texas 75149

Dear Leon:

I have attached to this letter a copy of another which lists an Executive Council decision on Appeal No. 314.

Through an error on my part a copy of this was forwarded to Mr. Centrell earlier this week. I had been directed by the Executive Council to have the letter signed personally by each International Officer before sending it out.

Probably this oversight has evoked criticism and bitterness in Local #143. The action was not deliberate and I trust these comments will serve to indicate that.

Very truly yours,

Gene Johnson

Gene Johnson
Secretary-Treasurer

GJ:jlm

c.c. Wayne Wright, President #143

Encl.

NATIONAL LABOR RELATIONS BOARD
Docket No. 14-0345 OFFICIAL EXHIBIT NO. J-13
Disposition: Identified ☒
Received ☒
Rejected ☐
In the matter of Local 143
Date 9/1/69 Witness Wayne Wright Reporter Wayne Wright
No. Pages 1

INTERNATIONAL MAILERS UNION

A CRAFT UNION OF THE FLIGHTING TRADES

OFFICE OF THE
SECRETARY-TREASURER
GENE JOHNSON
Suite 814-815 Flaming Bldg.
Des Moines, Iowa 50309
Phone 283-1941

June 27, 1969

Mr. R.L. Colston
3904 Flamingo Way
Mesquite, Texas 75142

Dear Mr. Colston:

Relative to the letter addressed to you under date of May 19, actually posted on June 5, and signed by the International Executive Council, this office has received no reply of any sort from you.

Therefore, as outlined in that letter, and as directed by the Executive Council, you are hereby informed that you have been expelled from membership in the International Mailers Union as of June 27, 1969.

Very truly yours,

Gene Johnson
Gene Johnson
Secretary-Treasurer

c.c: I.M.U. Executive Council
Mr. Perth Campbell, Sec'y 5343

NATIONAL LABOR RELATIONS BOARD
Case No. 16-CE-45 NATIONAL EXHIBIT NO. J-14

Disposition

Initialed

Replied

Filed

1- Mr. [unclear]

9/7/71

No. Pages 1

Witness

Reporter

Ray M.

June 30, 1969

Mr. Harold A. Hosier, President
International Mailers Union
2240 Bell Court
Denver, Colorado 80215

Dear Mr. Hosier:

On Wednesday, June 25, 1969, I tendered my dues for the month of July to Mr. Perth Campbell. He stated that he had been instructed not to accept my dues. I asked him if he would give me a letter informing me that my dues would no longer be accepted by the International Mailers Union. He first informed me that he would give me a letter explaining the situation but then he later stated he would not give me a letter.

Sir, I sincerely wish to remain a member of the International Mailers Union. Enclosed is my check for payment of dues for the month of July 1969.

Fraternally,

Leon Colston

LC;lf
Enc.

Enclosed certified check number 34297, in the amount of \$ 11.80.

NATIONAL LABOR RELATIONS BOARD

Desk No. 11-100-15 OFFICIAL EXHIBIT NO. J-15

Disposition

Identified

Received

Rejected

In the matter of International Mailers Union

Date 9/1/69 Witness

Reporter Aug 01

No. Pages 1

88

A-15

CASHIER'S CHECK No 34292

PURCHASER

LEON COLSTON

MESQUITE, TEXAS,

JUN 30 1969

69-827
1113

THE ORDER OF INTERNATIONAL PATTERS UNION

\$11.30

FIRST
NATIONAL
BANK
OF
MESQUITE

PAT PATTERSON

PAT PATTERSON

01113-08290

NATIONAL LABOR RELATIONS BOARD

Case 16-004510, FINAL EXHIBIT NO. 1-16

Disposition

Excluded

Excluded

Excluded

In the matter of

Date 9/1/69

No. Pages 1

Reporter

BEST COPY
from the original

INTERNATIONAL MAILERS UNION

Office of the Secretary
HAROLD A. HOSIER
2904 FLAMINGO WAY
MESQUITE, TEXAS 75149
(214) 281-1021

July 7, 1969

CERTIFIED LETTER

Mr. Leon Colston
3904 Flamingo Way
Mesquite, Texas 75149

Dear Mr. Colston:

I have your letter of June 30th, and the enclosed Cashier's Check in the amount of \$11.30 at hand.

I must remind you that you are in receipt of a letter which was mailed to you on June 5th, after each individual member of the Executive Council had signed same. That letter informed you that you had been expelled from membership in the International Mailers Union as of June 27, 1969.

I also received a telegram under date of April 24, 1969 apparently sent by Mr. Paul Munson, Production Manager of the Wall Street Journal in Dallas, informing me that the company had instructed you to refuse to comply with my letter of March 14, 1969. You followed the instruction of Mr. Munson and did not reply.

Under such circumstances, it is impossible for the International Mailers Union to accept your Cashier's Check for payment of dues as you are an expelled member.

Enclosed you will find your Cashier's Check which I am returning to you.

Very truly yours,

Harold A. Hosier

Harold A. Hosier

HAH/h

cc: IMU Executive Council

Joel Blackmon, Attorney for the IMU

encl.

NATIONAL LABOR RELATIONS BOARD

Encl. 16-CB-452 NATIONAL EXHIBIT NO. 5-17

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date 7/3/69

Witnesses

No. Pages 1

Reporter *Boyd*

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

National Labor Relations Board

DOCKET NO.16-CB-457

IN THE MATTER OF:

LOCAL NO. 143, DALLAS MAILERS UNION, and
INTERNATIONAL MAILERS UNION

-and-

DON JONES & COMPANY, INC.

PLACE: Dallas, Texas
DATE: September 3, 1969

PAGES: 1 - 126

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C E R T I F I C A T E

This is to certify that the attached proceedings
before the NATIONAL LABOR RELATIONS BOARD for the
Sixteenth REGION in the matter of:

DALLAS MAILERS UNION, LOCAL NO. 143, and
INTERNATIONAL MAILERS UNION

-and-

DOW JONES COMPANY, INC.

were had as therein appears, and that this is the
original transcript thereof for the files of the
Board.

C S A REPORTING COMPANY
OFFICIAL REPORTERS

By *Long Morris*
Field Reporter

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Sixteenth Region

In the Matter of:

LOCAL NO. 143, DALLAS MAILERS UNION, and
INTERNATIONAL MAILERS UNION

Case No.
16-CB-457

- and -

DON JONES & COMPANY, INC.

Room 330, Federal Building,
Dallas, Texas
Wednesday, September 3, 1969

The above-entitled matter came on for hearing, pursuant
to notice, at 10:00 o'clock, a.m.

BEFORE:

JOHN M. DYER, Esq., Trial Examiner.

APPEARANCES:

BILLIE R. SNOW, Esq.,	Fort Worth, Texas, appearing on behalf of General Counsel.
JOEL D. BLACKMON, Esq.,	Attorney, appearing on behalf of International Mailers Union, the Respondent.
RALPH H. VALERO, Esq.,	First Vice-president, appearing on behalf of International Mailers Union, the Respondent.
JOSEPH F. BARLETTA, Esq.,	Attorney, P. O. Box 300, Princeton, New Jersey, appear- ing on behalf of Don Jones & Company, Inc., the Charging Party.
JOHN ROSS, Esq.,	P. O. Box 300, Princeton, N.J., appearing on behalf of Don Jones & Company, Inc., the Charging Party.

1 W. GILBERT FAULK, JR., Esq.,

Attorney, Princeton, N.J.,
2 appearing on behalf of
Dow Jones & Company, Inc.,
3 the Charging Party.

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Joseph F. Barletta	113	119	--	--
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EXHIBITS

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P R O C E E D I N G S

1
2 TRIAL EXAMINER DYER: The hearing will be in order.

3 This is a formal hearing before the National Labor Rela-
4 tions Board in the matter of Dallas Mailers Union, Local
5 No. 143, and International Mailers Union, and Dow Jones &
6 Company, Incorporated, Case No. 16-CB-457.

7 The Trial Examiner conducting this case is John M. Dyer.

8 All parties have been informed of the procedure at formal
9 hearings before the Board by service of the statement of
10 standard procedures with the Notice of Hearing.

11 Additional copies of this statement are available from
12 Counsel for General Counsel.

13 Will Counsel representing the parties please state their
14 appearances for the record?

15 MR. SNOW: Bill Snow, Counsel for General Counsel,
16 819 Taylor Street, Room 8A24 Federal Office Building, Fort
17 Worth, Texas.

18 MR. FAULK: Gil Faulk, Attorney, Dow Jones, P. O. Box 300,
19 Princeton, New Jersey.

20 MR. ROSS: John Ross, Legal Staff, Labor Relations Depart-
21 ment, Dow Jones, P. O. Box 300, Princeton, New Jersey.

22 MR. BARLETTA: Joseph Barletta, Counsel for the Company,
23 Box 300, Princeton, New Jersey.

24 MR. BLACKMON: For the Respondent, Joel D. Blackmon,
25 Attorney, 910-17th Street, N.W., Washington, D.C. Zip Code
20006.

1 Telephone Number Area Code 202-296-3454.

2 I am the attorney for the International Mailers Union
3 and the Dallas Mailers Union, Local No. 143.

4 TRIAL EXAMINER: Are there any more appearances?

5 (No response.)

6 TRIAL EXAMINER: Let the record show there is no response.

7 Gentlemen, before opening this proceeding, I ask if there
8 was any chance of settlement.

9 You gentlemen took some time to see whether you could
10 settle it and your efforts did not prove fruitful at that time.

11 If at any time during this proceeding you think some
12 progress can be made toward settling this case, if you will
13 let me know, I will give you time to do so.

14 All right, may we have the formal papers now?

15 MR. SNOW: Yes.

16 Let the record show that I have submitted these to Mr.
17 Blackmon and he has inspected them, and I now offer them.

18 TRIAL EXAMINER: You are offering General Counsel 1-A
19 through 1-H?

20 MR. SNOW: 1-A through 1-H.

21 TRIAL EXAMINER: Any objection to receiving the formal
22 papers?

23 MR. BLACKMON: No objection.

24 TRIAL EXAMINER: Being no objection the formal papers
25 are received.

(The documents above referred to were marked General Counsel's Exhibits Nos. 1-A through 1-H for identification, and same were received in evidence.)

TRIAL EXAMINER: Gentlemen, also prior to this hearing I asked you to see what you could do about stipulating certain records and documents, and I understand you have done this.

Do you wish to introduce those now or would it be better to, for the understanding of this case, for an opening statement from the parties?

MR. SNOW: As you wish.

I am prepared to make an opening statement, if the Trial Examiner wishes. We have chronologically lined up and intend to stipulate into the record, as I understand it, as joint exhibits on these documents.

TRIAL EXAMINER: All right.

Before we get to that, let me ask, are there any Motions by any of the parties?

Let me hear an opening statement, and then, maybe I'll-- there may be some things you are not in agreement on, and then I will be better able to rule on them.

MR. SNOW: You want me to give an opening statement?

TRIAL EXAMINER: If you would.

MR. SNOW: All right, sir.

General Counsel's theory and statement of facts in this

1 case, would be that we intend to show that one Robert Leon
2 Colston, who by the Respondent's Answer is an admitted super-
3 visor, was expelled by the Respondent from membership in the
4 International Mailers Union, and the Dallas Mailers Local
5 Union No. 143, because of the performance by him of his duties
6 as a foreman for Dow Jones.

7 This expulsion was designed to do nothing more but to
8 coerce and restrain Dow Jones, who as an admitted employer,
9 in this election of its representatives for the purpose of
10 collective bargaining and adjustment of grievances, and by
11 expelling this foreman from membership it is our contention
12 that Respondent violated 8.V(1)(b) of the Act.

13 Now, to really get an understanding of the facts in this
14 case, in the contract which we are going to introduce as a
15 joint exhibit, a foreman is defined by Section 8 in the
16 contract and spells out exactly what his duties are, and says:
17 "That he shall be appointed by the publisher." and the publisher
18 is Dow Jones, "And shall represent the publisher in the mail-
19 ing room; he shall be the sole judge of an employee's com-
20 petency as a workman. The foreman shall select and employ all
21 help and shall direct, control and assign all employees in
22 his department. He may discharge any employee, at any time,
23 for; one, incompetency; two, neglect of duty; three, violation
24 of office rules, which shall be conspicuously posted, and
25 which shall in no way abridge the civil rights of the employee;

1 four, to decrease the work force."

2 Now, this contract goes a little further and provides for
3 the joint standing committee and outlines a procedure, this is
4 Section 9 of the contract and it is entitled, "Joint Standing
5 Committee."

6 Now, Section (b) of that Section 9 provides that the
7 proper procedure in case of such disputes is for the chairman
8 of the chapel to take the matter up with the foreman of the
9 mail room.

10 Now, that is step one of your grievance procedure.
11 The employee--the production and maintenance--the journeyman
12 mailer goes to the chapel chairman and reports any grievance
13 that he may have or any gripes that he has, he reports to the
14 chapel chairman, and then the chapel chairman goes to the
15 foreman who processes step one of the grievance procedure.

16 And it provides that the committee shall meet within ten
17 days after written notice is received.

18 It is General Counsel's contention that even though re-
19 quested to do so, the Respondents refused to follow this
20 procedure in any grievance or any problem that they might have
21 had. Now, this machine--this plant has been out here, I believe
22 some four or five years, but in July of 1968 the Employer,
23 Dow Jones, installed what they refer to as a ticker, automatic
24 ticker on those mailing machines, and this required a differ-
25 ent procedure, a different job for the mailers. So Mr. Colston

1 as foreman, he supervises approximately 14 people out there,
2 depending on whether they have subworkers, or whether they
3 have gotten in temporary help and so when they installed these
4 automatic kickers, why, Mr. Colston called a meeting of all
5 his mailers and said: "I want to demonstrate to you how each
6 position on this machine is worked after installation of this
7 automatic kicker. In one position you have to step over like
8 that and pull some papers up off of the conveyor belt."

9 And he told them it was going to be necessary, they may
10 have to step down and the testimony will show that some people,
11 if they have got a good long arm and can reach over there,
12 they don't have to step down, they can just reach over and get
13 them; but some people may have to step down and pull those
14 papers on up.

15 The testimony will also show that failure to do this,
16 failure to pull these papers on up to a mailing table; failure
17 to pull them up and tie them, why, they will stack up and
18 start falling off of the conveyor belt about middle ways of
19 the conveyor belt. Then you have to shut the machine off,
20 pick them up and tie them and put them into the mailing sacks
21 for mailing. The testimony will show that on February, I
22 believe it's February--on February 19th, after this foreman
23 had talked to one particular--Mr. Cantrell--the person that
24 filed the charges, he had talked to him a couple of occasions.

25 In among the exhibits here is also a written warning that

1 Mr. Colston, as foreman, issued to Mr. Cantrell. And then on--
2 I believe I am correct on this--on February 19th, why, Mr.
3 Colston, the foreman, spoke twice to Mr. Cantrell, telling
4 him that it was going to be necessary to get those papers on
5 up, from the end of the conveyor belt up onto the mailing table
6 there, for the purpose of tying them and mailing them. And,
7 so, after some several--twice--two conversations on the same
8 day about telling him to do it, and he refused, then the fore-
9 man, Mr. Colston goes to the chapel chairman of the union and
10 says, "Come with me," and he also got the assistant foreman
11 and they went into--they shut off the machine and went into
12 an adjoining room, and he said, "Now, listen, I have told you
13 twice you are going to have to pull these papers up, I warned
14 you before about it. Now, this is the last time I'm going to
15 tell you about it or you will be hunting a job."

16 And so, for the remainder of the day, why, he did step
17 over and pull the papers up. Then on February 22nd, or by
18 letter dated February 22nd--and he will testify to these dates,
19 I don't remember them all, and then he--Mr. Wayne Wright who
20 is president of the Dallas Mailers, 143, Mr. Colston's testi-
21 mony would be that he went to Wayne Wright who happened to be
22 working the vital position, the one position where they did
23 have to pull the papers up, and told him you're going to have
24 to pull those papers up and he did without objection and with-
25 out an event. He performed what the foreman had told him to

1 do, and about 15 minutes later, however, Wayne Wright goes up
2 to the foreman and hands him this letter, dated February 22nd,
3 where Cantrell had filed charges against him the union.

4 And subsequent to that, and these exhibits will show, the
5 plant manager sent a telegram--well, they held their meeting
6 in March of 1969, at which meeting a motion was made and
7 seconded that the charges, which had been filed by Cantrell
8 against Mr. Colston, be referred to the International Committee,
9 International Union for dispositioning and processing.

10 Mr. Colston was present at this meeting, he abstained
11 from voting, but they did pass it to refer it to the Inter-
12 national, It was referred to the International, I believe
13 the Executive Committee of the International for processing.

14 They in turn notified Mr. Colston that he had 20 days
15 to file a brief, or to answer the charges and when these
16 charges were given to Mr. Colston he gave them to his Employer,
17 who told him that--who says, "Well, let me take this up with
18 the legal staff and see what it's all about", which he did.

19 And the Company by telegram, which is among the joint
20 exhibits, notified the International that they had advised
21 Colston not to file a brief, not to contest these charges and
22 requested a meeting of standing committee, joint standing
23 committee, which was never had.

24 After the matter had been referred to International, and
25 the letters are in here and the correspondence are in here,

1 the International did assume jurisdiction. The Executive
2 Council unanimously voted to expel Colston from the union, and
3 by letter notified him that they had expelled him; there are
4 also some exhibits in here to show that he tendered his dues,
5 he paid his dues through June of 1969, and--but when he tendered
6 his dues for July of 1969 by registered mail, they were returned
7 to him by letter, advising him that effective June 27th he was
8 expelled from the union.

9 The testimony will further show that at all meetings be-
10 tween the company and the union, why, the first matter to come
11 up was Colston being foreman. Mr. Cantrell here is a former
12 foreman, but he is no longer a foreman, and so the feeling
13 between Colston and Cantrell--they have been working together
14 out there some several years, but at these meetings on griev-
15 ances or any meetings, any time they got together on contract
16 negotiations grievances either, why, the union said, "Get
17 rid of that foreman in your mail room will run all right, but
18 it's not going to run all right until you get rid of him."
19 And this went over and over for quite some time.

20 I didn't allege any further back than our 10(b) period,
21 but it occurred--it will be shown by a great deal of background
22 on it.

23 And so, as far as we are concerned, the disciplinary
24 action under the Toledo Blade theory and the San Francisco
25 Mailers; together with even the one that was handed down last

Monday, on the Sheetmetal workers in New Mexico, that when the union took disciplinary action against a representative of Management, just because he performed his duties as a foreman, that they violated Section 8(b)(1)(b) of the Act.

TRIAL EXAMINER: Mr. Blackmon.

MR. BLACKMON: Mr. Trial Examiner, the Respondents will show that this is not a violation of the §(b) 1(b). That in fact this is truly an interunion affair, between two members of the union and nothing else.

The charges were filed by Mr. Cantrell, as a member of the International Mailers Union, against a brother member of the International Mailers Union, which is in accordance with the Book of Laws which contain the Constitution By-Laws of the International Mailers Union.

And this is based solely on discrimination and harrassment of one brother member against another, which is prohibited under the International laws.

This is not an action on the part of the Dallas Mailers Union. It is certainly not an action on the part of the International Mailers Union.

We were very familiar with the San Francisco, Oakland Mailers' case. We are also familiar with the Toledo Blade case, in fact we have a union at Toledo, but this happens to be against the Lithographers there. As to restraining and coercing the company, as far as a foreman carrying out his

1 normal duties.

2 In those cases it was a question of interpretation of
3 the contract, it was not a fight between union members, where
4 one is discriminated against solely, against one member of
5 the union.

6 We will show that in this case it goes back, as Mr.
7 Snow referred to, between two--a former foreman and a foreman,
8 where one is jealous of the other one and keeps putting pres-
9 sure on him, harrassing him and looking for a reason so he
10 could fire him. He was unable to fire him because of his
11 work, because he is one of the better workers there.

12 He has been with the company--prior to, in the same
13 position in the same plant before it was Dow Jones, some
14 20 years, and they have been constantly looking for a reason
15 to fire him. Mr. Colston couldn't find a reason to fire
16 him, so he was proceeding through this harrassment procedure
17 and the main key, the crutch came when in November of '68,
18 he goes out to Cantrell and tells him to walk down the convey-
19 or belt, not step down and pull it over, not reach over and
20 pull it over--he is the only one that has arms long enough,
21 that works there, that can reach over without even taking a
22 step and reach down to the end of the belt and pull the papers
23 in.

24 He said, "I told you to walk down the conveyor belt"
25 and Cantrell says, "Nobody else is required to walk down the

1 conveyor belt" and he says, "This is a direct order, I tell
2 you to walk down the conveyor belt and pull in the papers."

3 Cantrell protested and the next day Colston wrote him a
4 letter stating that he had disobeyed a direct order of the
5 foreman.

6 Cantrell wrote back to him on November 30 that he pro-
7 tested the requirement of him to perform the work in the mail
8 room differently than was required of any other member or
9 any other employee in the mailroom.

10 Now, to understand this situation, all the employees
11 in the mailroom work under the same conditions, all the
12 journeyman nailers. In fact they rotate every 15 minutes
13 from one position to the other. The position we are talking
14 about is the sacking position where the papers are taken off--
15 as they come up off of the conveyor belt onto the table, they
16 are taken off and sacked.

17 We are not contending that the company did not have the
18 right to force him to walk down there and get the papers, if
19 they wanted to use that procedure.

20 We are not contesting that, that's not a part of this
21 case at all. If it had been the whole union would have been
22 protesting, but we are protesting the fact that he discrimi-
23 nated against one employee to require him, because of this
24 bitterness between the two, to go down and collect the papers,
25 walking down the belt where no one else is required to and

1 the harrassment, embarrassment of him to the rest of the
2 mailers.

3 Now, this charge was filed by him alone, it was filed
4 with the president of the local union, which is the required
5 procedure. It was not filed by the whole union.

6 The International Mailers Union knew about it and know-
7 ing of this, the seriousness of filing charges against the
8 foreman, immediately, took original jurisdiction of the case,
9 so it could be properly handled. And if the charges were
10 correct before any action was taken, that they would take
11 jurisdiction of it themselves, the Executive Council of the
12 International Mailers Union, as provided and described in
13 the book of laws of the International Mailers Union.

14 When the charges came up President Mosier contacted the
15 Executive Council, as to whether they would take jurisdiction
16 of it. It was unanimously agreed between the five members
17 of the Executive Council to take jurisdiction of it.

18 Then both parties were notified of the procedure.

19 In fact Colston was notified of the charges and he was
20 requested to file him brief, as to the charges, also,
21 Cantrell was requested to file his brief, five copies so
22 each council member would have a copy of the charges, to see
23 if they could be sustained.

24 Cantrell filed his charges as required and nothing was
25 received from Colston, he was a member of the International.

1 Mailers Union.

2 This has nothing to do with the fact that he is a foreman
3 as such.

4 The Executive Council had no alternative. They met in
5 Chicago to determine the case along with some other business.
6 I happened to be in Chicago on some other business there and
7 was at the meeting. I advised them to send Colston notice
8 and give him 20 days additional to file his charges--file his
9 brief counteracting the charges.

10 Nothing was received, he was told not to file anything.
11 Now, the thing about it, when a member of the International
12 Mailers Union, or any union, files charges the officers are
13 required to follow the procedure of the book of laws and
14 constitutional by-laws, otherwise a local member, or any
15 member can sue the officers, for not fulfilling their duties.
16 The union fulfilled its duties and when they did not hear
17 from Colston they sent him a letter--there was a mixup in the
18 letter--and I would like to explain that.

19 The letter was dated May 19th, but now that letter had
20 to be sent around to the five different council members and
21 then come back to the secretary, and they all live in differ
22 ent places so that it didn't get back until--it was finally
23 sent to him on June the 2nd, and it was so stated, by the
24 Secretary, that even though the date was the 19th it was
25 posted June the 5th. And when they did not receive the answer

1 in 22 days, not 20 days, but 22 days on June 27th the Secre-
2 tary notified him that under the order he was expelled.

3 He was not expelled because he was a foreman, or because
4 the local union was putting any pressure on the foreman. He
5 was expelled, because he had discriminated against a member.
6 It has nothing to do with management as such, unless somebody
7 wants to admit that management has ordered this discrimina-
8 tion against one of it's employees.

9 That's the only way this could possibly be connected
10 with restraint or coercion on the part of the union against
11 management. And certainly this must not have been the case.
12 It's truly a local union matter.

13 Now, in suspending Mr. Colston, he has his card taken
14 away from him. He also loses the benefits, the pension
15 benefits, and life insurance benefits, but under previous
16 occasions that is not a penalty as such, because there is
17 no contribution by anybody except the International Mailers
18 Union. So he is not being penalized to that extent. So
19 this is actually no restraint on the company and its selec-
20 tion of its representative to represent it in collective
21 bargaining and grievance procedure, because the only thing
22 that the company is actually losing as such, is the fact
23 Mr. Colston will not be able to attend union meetings, to
24 inform the company of everything the union is doing.

25 Now, Mr. Colston is a supervisor. He is not entitled
to be protected under the Act as an employee, so there is

1 nothing, there is nothing in the National Labor Relations
2 Act, that a supervisor with this immunity, that he can do as
3 he pleases and still remain a member of the union, and
4 harassment of the International Mailers Union. If he commits
5 an immoral crime he can be expelled if it will reflect on
6 the union, or if he becomes a member of the Communist Party,
7 the company may still maintain him as a foreman, but he
8 certainly cannot remain a member of the International Mailers
9 Union. And I know the Act does not intend to cover that,
10 because the union has the right to make its own reasonable
11 rules and regulations for the government of its membership,
12 for the retention and suspension of its membership and we
13 will show that this was not, in fact, in accordance with
14 other cases, the San Francisco Mailers, the Toledo Mailers,
15 or the contractors with the New Mexico Council of Carpenters,
16 contractors in this contract case.

17 In fact in the New Mexico Contractor's case, they did
18 not even have a union. They were all trying to force the
19 unionism on the company, or trying to force the company to
20 have a foreman, that would submit to their will.

21 We are not trying to get the company to have a foreman
22 submit to our will. We don't have any control over it.

23 We are getting rid of him, through suspension. He is
24 not being fined. This is not a continuing process, and we
25 will show the company has not been injured, there is no

1 restraint or coercion on the part of the International or the
2 local as far as their supervisor is concerned.

3 TRIAL EXAMINER: Let me ask one question.

4 Does the contracts cover the foreman?

5 MR. BLACKMON: The contract does not cover the foreman.
6 The union is not permitted to negotiate for the foreman. The
7 only reference to the foreman is: That the union will not
8 coerce the foreman, in the operation of his normal duties as
9 a supervisor.

10 MR. SNOW: Section 8 of the contract does cover and
11 define the foreman. Mr. Colston as a foreman had been a
12 member of the union for some several years and both as
13 assistant foreman and as foreman and was a card carrying
14 member at the time of his expulsion.

15 TRIAL EXAMINER: My question is, does the contract set
16 the rates a foreman is to receive?

17 MR. BLACKMON: Not at all. The contract does not cover
18 the foreman.

19 TRIAL EXAMINER: He is not part of the bargaining unit?

20 MR. BLACKMON: He is not part of the bargaining unit,
21 the foreman is not required to be a member of the union.
22 There is no union security shop down there, it's not allowed
23 in the State of Texas. This is a right-to-work state. We
24 couldn't enforce it if we had it. The other cases referred
25 to, except the New Mexico case, and there they didn't even

1 have a union, but the other two cases, was where the foreman
2 was required to be a member of the union.

3 That is not the case here at all.

4 TRIAL EXAMINER: I do thank you very much.

5 I appreciate the position of your views and let's get
6 onto the exhibits.

7 MR. SNOW: All right, sir.

8 Mr. Trial Examiner, we, Mr. Blackmon and myself have
9 gotten together and got several joint exhibits.

10 I guess it would be better just to get them marked.

11 TRIAL EXAMINER: Why don't you get the court reporter
12 to mark them.

13 Let's take a five minute break while the court reporter
14 marks them.

15 (A short recess was taken.)

16 (The documents above
17 referred to were marked
18 Joint Exhibits Nos. 1
19 through 22 for identifi-
20 cation.)

21 TRIAL EXAMINER: On the record.

22 MR. SNOW: Mr. Trial Examiner, we have had the court
23 reporter mark these exhibits that we have gotten together
24 with, Mr. Blackmon and myself, and he has marked them as
25 Joint Exhibits 1 through 22. And I will, for the purpose
of the record, identify each one of them.

The first thing that we have is a copy of the contract

1 between Dow Jones and Dallas Mailers, Local 143. That is
2 under date of January 1, 1968. It has been marked Exhibit 1,
3 J-1.

4 Joint Exhibit 2 is a letter on the Wall Street Journal
5 stationery dated November 19, 1968, and it's to Mr. Wilmar
6 F. Cantrell, and it's signed Leon Colston, foreman.

7 Joint 3 is a letter dated November 30, 1968, to Mr.
8 Leon Colston from Wilmar F. Cantrell.

9 Joint Exhibit 4 is a letter to Mr. Wayne O. Wright,
10 president, Dallas Mailers Union No. 143, dated February 22nd,
11 1969, and signed W. F. Cantrell.

12 Joint Exhibit 5 is an undated instrument, I believe it
13 has been described as a brief, filed by Mr. Cantrell with
14 Harold A. Hosier, president, in Denver, Colorado.

15 Joint Exhibit 6 is a letter dated March 3rd, 1969, to
16 Mr. Harold A. Hosier, president, International Mailers Union,
17 from Wayne O. Wright.

18 Joint Exhibit 7 is a letter on International Mailers
19 Union's stationery from the office of Harold A. Hosier to
20 Mr. Wayne Wright, president, Dallas Mailers Union No. 143
21 and it's from Mr. Harold A. Hosier with carbon copies to
22 the executive council.

23 TRIAL EXAMINER: What date is that?

24 MR. SPOON: Dated March 5, 1969, sir.

25 Joint Exhibit 8 is also on International Mailers Union's

1 stationery, and also from the office of Mr. Mosier to Mr.
2 Wayne Wright, president, Dallas Mailers Union 143, and that
3 date is March 14, 1969. Carbon copies to Mr. Colston, Mr.
4 Cantrell and the executive council.

5 Joint No. 9 is on the Wall Street Journal's stationery
6 and it is dated March 19th, 1969, and it is to Mr. Welmar
7 F. Cantrell, from Leon Colston, foreman.

8 The next joint exhibit 10, is a letter dated April 1,
9 1969 on blank stationery, from Welmar F. Cantrell to Leon
10 Colston.

11 Joint Exhibit 11 is confirmed copy of a telegram, dated
12 April 23rd, 1969, from Mr. Paul Munson, production manager,
13 to International Mailers Union.

14 The next joint instrument we have is a letter on
15 International Mailers Union's stationery, from the office
16 of the secretary-treasurer, Gene Johnson, and this is dated
17 May 19th, 1969, but as explained by Mr. Blackmon was circu-
18 lated and was not actually received until June 5, and it is
19 signed by the executive council.

20 The next, Exhibit 13, is on International Mailers Union's
21 stationery, dated May 23rd, 1969, to Mr. Colston from Gene
22 Johnson, secretary-treasurer, with a carbon copy to Mr. Wayne
23 Wright.

24 Exhibit No. 14 is also on International Mailers Union's
25 stationery, from the office of the secretary-treasurer, Gene

1 Johnson, and there's the date June 27, 1969, and it is to
2 Mr. Colston from Mr. Gene Johnson, with carbon copies to
3 the executive council and the secretary of Local 143,

4 The Exhibit 15 is a letter dated June 30, 1969, on plain
5 stationery, to Mr. Harold Hosier from Leon Colston. It shows
6 an enclosure of a cashier's check.

7 Exhibit No. 16 is a photostatic copy of a cashier's
8 check, referred to in the prior exhibit, by number, in the
9 amount of \$11.30.

10 Exhibit No. 17 is on International Mailers Union's
11 stationery, bears the letter date of July 7, 1969, it's
12 indicated to be by a certified letter, to Mr. Colston from
13 the office of the president, Harold A. Hosier, International
14 Mailers Union with carbon to Mr. Blackmon and the IMU
15 Executive Council.

16 Exhibit No. 18 is the International Mailers publication,
17 Volume 24, No. 1 for January of '69.

18 Joint Exhibit No. 19 is the same publication, The Inter-
19 national Mailer, Volume 24, No. 2 for February 1969.

20 Exhibit No. 20 is the publication of the International
21 Mailer, Volume 24, No. 3 for the month of March 1969.

22 Exhibit No. 21 is also the publication of the International
23 Mailer, Volume 24, No. 4 for the month of April 1969.

24 And No. 22 is Volume 24, No. 6, for the month of June
25 of 1969.

1 MR. BLACKMON: Mr. Trial Examiner, I would like to state
2 an objection to the introduction, as such of the International
3 Mailers Union publication as far as bearing on this case is
4 concerned. As far as having any relevant facts or merits
5 to this case, this publication allows any member of the
6 union to write in an article, in fact they invite them to
7 write in, express themselves as to anything they want to talk
8 about regarding unionism or anything else.

9 Now, the expression of individual members has no bearing
10 as far as International Mailers Union is concerned, as to
11 the opinion and decision of the International Union. For
12 that reason I object to the referred to articles in the
13 International Mailers Union, as far as having any relevancy
14 or merit to this case.

15 TRIAL EXAMINER: In other words, you're taking the
16 position that these are not joint exhibits?

17 MR. BLACKMON: They are not joint exhibits.

18 MR. SNOW: As I understood it, Mr. Trial Examiner, when
19 we were off the record and getting these things together
20 that the relevancy or materiality of each and every one of
21 them would have to be proved, but we just agreed that these
22 were, just what they were purported to be and their materiality
23 would have to be shown, that is my understanding.

24 MR. BLACKMON: It was my understanding that the other
25 exhibits spoke for themselves, the four corners, they were

1 material to the case, they would be admissible evidence, but
2 as far as the Mailer is concerned, not the publications,
3 because as I say that has no bearing on this case, no relevancy
4 to it except some outside member from Podunc expressing him-
5 self as to what he thinks about foremen, or something.

6 Now, that doesn't carry any weight with the International
7 Mailers Union. They are not censored and the only thing that
8 I stipulated to was that they were the publication of the
9 International Mailers Union with the reservation that it be
10 definitely understood that it has no merits to this case,
11 from the International Mailers' standpoint, because they
12 are not approved or censored as such, by the International
13 Mailers Union.

14 MR. SNOW: I didn't stipulate they were not material,
15 Mr. Blackmon.

16 TRIAL EXAMINER: I don't think Mr. Blackmon is asking
17 you to so stipulate. The question here is that Mr. Blackmon
18 feels he has only offered a stipulation that these things
19 you have referred to as Joint Exhibits 18 through 22, are
20 the publications.

21 He has not stipulated that they should come into evidence.
22 I take it, or am I taking it wrong, that we do have a stipu-
23 lation that the remainder of the documents, designated as
24 Joint Exhibits 1 through 17, are stipulated into evidence
25 by the parties.

1 MR. BLACKMON: That's my understanding.

2 TRIAL EXAMINER: Was that your understanding Mr. Snow?

3 MR. SNOW: Now it is.

4 TRIAL EXAMINER: Which of the men are going to speak
5 for the company?

6 MR. BARLETTA: I will, sir.

7 One of these exhibits, there is one we may question the
8 relevance, we don't know yet what the purpose of this is, are
9 you referring to what's been called the laws?

10 TRIAL EXAMINER: That has not been identified as a Joint
11 Exhibit thus far.

12 MR. BARLETTA: All right, sir. I'm sorry.

13 TRIAL EXAMINER: Then we do have a stipulation, what
14 has been designated as Joint Exhibits 1 through 17, are
15 material and relevant to this proceeding and should be
16 received as exhibits?

17 MR. SNOW: Correct.

18 MR. BLACKMON: Right.

19 TRIAL EXAMINER: All right.

20 They are received.

21 (The documents above-referred
22 to, heretofore marked Joint
23 Exhibits Nos. 1 through 17
were received in evidence)

24 TRIAL EXAMINER: Now, as to 18 through 22 you have a
25 stipulation, maybe we had better call them something other than

1 Joint Exhibits hereafter.

2 MR. SNOW: All right, sir.

3 TRIAL EXAMINER: You have a stipulation as to those
4 documents that they are the publication of the International
5 Mailers Union, but that is as far as the stipulation goes.

6 MR. SNOW: All right, sir.

7 May I have these remarked as General Counsel's exhibits?

8 TRIAL EXAMINER: Please do.

9 (The document above
10 referred to were here
11 marked General Counsel's
12 Exhibits Nos. 2 through
13 4-A for identification.)

14 TRIAL EXAMINER: All right.

15 At this point there is a question as to the relevancy
16 you are prepared to raise in regard to the rules of the union.

17 Can we have a stipulation of the document?

18 It contains the laws of the International Union, as such,
19 so we don't have any question as to their authenticity.

20 MR. BARLETTA: We so stipulate.

21 MR. SNOW: With--

22 TRIAL EXAMINER: I'm not asking you to stipulate to the
23 relevancy.

24 MR. SNOW: All right, sir.

25 TRIAL EXAMINER: Just to the authenticity.

MR. SNOW: I will join the stipulation.

TRIAL EXAMINER: Now, that we have got that cleared up,

1 we will get to the relevancy later.

2 All right, Mr. Snow?

3 MR. SNOW: I have sufficient number of copies of these
4 exhibits, that I brought over, to furnish the court reporter
5 with the regular requisite two copies.

6 We would like to call Mr. Leon Colston.

7 TRIAL EXAMINER: All right, Mr. Colston.

8 Raise your right hand, please.

9 Whereupon,

10 ROBERT L. COLSTON

11 was called as a witness by and on behalf of the National Labor
12 Relations Board and, having been first duly sworn, was
13 examined and testified as follows:

14 TRIAL EXAMINER: Be seated and state your name and
15 address, please.

16 THE WITNESS: Robert Leon Colston, 3904 Flamingo Way,
17 Mesquite, Texas.

18 TRIAL EXAMINER: All right, Mr. Snow.

19 DIRECT EXAMINATION

20 Q (By Mr. Snow) By whom are you employed, Mr. Colston?

21 A Dow Jones & Company.

22 Q And what kind of business are they engaged in, please?

23 A Publication of the Wall Street Journal.

24 Q Do they have other publications other than the Wall
25 Street Journal?

1 A. Yes, sir.

2 To my knowledge they have the National Observer and the
3 Barrons.

4 Q. What is your job title classification?

5 A. I am foreman of the mailing department.

6 Q. All right.

7 When did you go to work for Dow Jones?

8 A. In January of '62.

9 We previously worked for Ridgway Mailing Service, who
10 was the contractor--

11 Q. Let me ask you this, Mr. Colston.

12 Would you explain to us, if you will, please the back-
13 ground or history of the mailers section out at the Dow Jones
14 plant, here in Dallas; what was the history, you said some-
15 thing about Ridgway?

16 A. I came to work for Ridgway Mailing Company, who was a
17 contractor for the Wall Street Journal, March 23rd of 1958.
18 In January of 1962 the Wall Street Journal canceled the
19 contract for the Ridgway Mailing Company, and we were given
20 the opportunity to come to work for the Wall Street Journal.

21 Q. Now, as I understand it, then your previous employer,
22 Ridgway Mailing was an independent contractor, who contracted
23 the mailing of the Wall Street Journal?

24 A. Yes, sir.

25 Q. And then when that contract terminated you went to work

1 for Dow Jones?

2 A Yes, sir.

3 Q And you are presently employed by them?

4 A Yes, sir.

5 Q Approximately how many people work under you out there?

6 A Thirteen, sir.

7 Q If you will, describe your duties, please, what you do in
8 the performance of your duties out there?

9 A My duties are defined under Section 8 of the current
10 contract, and any other duties that might be given to me by
11 my immediate supervisor.

12 Q All right.

13 Mr. Colston, has there been any changes in the mailing
14 machines out there in the last several months?

15 A Yes, sir.

16 In July of 1968 we installed automatic kickers on the
17 mailing machines.

18 Q What's an automatic kicker?

19 A This is a machine that as the list is run it will--if
20 you have a direct town coming, it will protrude--two papers
21 will hit it and they will protrude out of the normal path.

22 Q You mean on the conveyor belt?

23 A Yes, sir.

24 Q Did this necessitate or require any change in
25 operation?

1 A. Yes, sir.

2 Q. What change?

3 A. It required that--we had previously had a man doing the
4 job that this kicker is doing, so we had to lengthen the
5 table where the papers were coming to; and the man become
6 the labeler, and the three man operation on the sacking, had
7 to step to his left as we lengthened this table to pick up
8 the papers; if he didn't they would fall off the conveyor,
9 or they would stack on you.

10 Q. What type mailing machine is this?

11 A. It's a Magnacraft mailing machine.

12 Q. It's a what?

13 A. Magnacraft automatic.

14 MR. SNOW: May I have these photographs marked?

15 (The documents above referred
16 to were marked General Coun-
17 sel's Exhibits Nos. 5 through
18 10 for identification.)

18 Q. (By Mr. Snow) Mr. Colston, I now hand you what has been
19 marked as General Counsel's Exhibits 5, and I will ask you
20 if you can identify that?

21 A. Yes, sir.

22 That is an overhead shot showing the entire No. 1 Magna-
23 craft machine.

24 Q. And what positions can you see there; job descriptions?

25 A. You can see all five positions; the feeder, the operator,

1 Q All right.

2 Now, let's describe these five different positions.

3 Which one do you consider No. 1? What does that person
4 do?

5 A We call--the first position would be the feeder, this is
6 the man that takes the papers off of the table, straightens
7 the papers and puts them into the hopper.

8 Q Now, the hopper?

9 A We call it the hopper, where the papers feed from.

10 Q All right.

11 Then what happens?

12 A They they're fed down the machine, which...

13 Q Let me hand you another picture, which has been marked
14 General Counsel's Exhibit No. 6, and I will ask you what
15 position that man is working?

16 A This is the No. 1 position, we call the feeder and it
17 is his job to straighten the papers and put them into the
18 hopper.

19 MR. SMON: In the interest of time, Mr. Trial Examiner,
20 we have six of these. Do you want me to offer them simultane-
21 ously?

22 I have furnished Mr. Blackman with copies of each one.

23 TRIAL EXAMINER: I think it might make more sense,
24 rather than-- Do you have any objection to any one of the
25 pictures?

1 MR. BLACKMON: I would like an explanation of the posi-
2 tion there--there is only one position in question--and that's
3 where they are collecting papers off the conveyor belt. Is
4 that what you're showing there in position No. 5?

5 MR. SNOW: It's the picture is numbered four on the
6 back side of yours, it's that particular position.

7 MR. BLACKMON: The man on the left?

8 MR. SNOW: The man on the extreme left.

9 MR. BLACKMON: Is there any indication to show the
10 length of that conveyor belt, coming up there, which those
11 papers comes up to this table position?

12 There was some talk a while ago off the record that that
13 was 12 feet long.

14 MR. SNOW: I believe that's correct.

15 MR. BLACKMON: If this is identified that this table is
16 12 feet long--the conveyor belt, we have no objection.

17 TRIAL EXAMINER: I want the record to be reasonably
18 readable and understandable. So it may be best to get a
19 complete description of these pictures as we go along, then
20 this point can be raised when we come to this picture.

21 Just so in reading--I don't have the pictures in front
22 of me, so when I come to it I will understand what is going
23 on.

24 Do you have a spare set?

25 MR. SNOW: Yes, sir.

1 TRIAL EXHIBIT: Thank you.

2 Q (By Mr. Snow) I now show you a picture which has been
3 marked as General Counsel's Exhibit No. 7, and I will ask you
4 if you can identify it?

5 A Yes, sir. This shows a picture of an operator, the
6 operator's job being to check downpressure on the machine,
7 check the underwrap, check the paste and change any lists.

8 Q All right.

9 I hand you now picture marked General Counsel's Exhibit
10 No. 8 and I'll ask you if you can identify that?

11 A Yes, sir.

12 This shows the man on the extreme left, shows a picture
13 of the third position on the machine, the labeler, whose
14 jobs are to label the sacks and tie the S C F Club Routes.

15 Q Now, what do you mean S C F Club Routes?

16 A In our lists, as a direct route comes up there's two
17 papers kicked out, and all papers from one kickout to the
18 next kickout would be the same town or the same zone. Then
19 at the end of this there will be two papers kicked out, which
20 will start a new route. If it is an S C F Route--

21 Q What is S C F?

22 A Sectional center route.

23 TRIAL EXHIBIT: Is that a post office department designa-
24 tion?

25 THE WITNESS: Yes.

1 A (Continuing.) There will be two papers kicked out and
2 the singles will follow. This will be just one or two towns,
3 usually going to one sectional center, and if there's more
4 than five in it there will be one paper kicked out, and from
5 the one paper kicked out to the next one kicked out is all
6 one town within this sectional center; the man on the left
7 then ties these on a Bund tying machine.

8 Q Well, these papers being kicked out, that is just some
9 sort of a signal to the labeler that that's where that sack
10 of mail is going to end?

11 A Yes, sir.

12 TRIAL EXAMINER: Let me ask you one question.

13 That's not necessarily where the sack of mail is going,
14 is it, where one group of papers are going is that correct?

15 THE WITNESS: I'm sorry, sir, I didn't understand you.

16 TRIAL EXAMINER: Well, I think you said that you used
17 the tying machine to tie one group of papers going to a
18 particular area?

19 THE WITNESS: Yes, sir.

20 TRIAL EXAMINER: The last question that was asked was
21 whether or not that would complete one sack. It wouldn't
22 necessarily complete one sack, it would just be--

23 THE WITNESS: If two papers were kicked out it would
24 mean that was the end of that sack.

25 TRIAL EXAMINER: I see. Thank you.

1 Q (By Mr. Snow) Mr. Colston, may I ask you to come over to
2 this table, please, sir, and indicate to us or demonstrate to
3 us how these papers are kicked out and what signal that gives
4 the labeler, in the labeling position on the machine?

5 A If, at the start of a route they are coming up the table--

6 Q This will be the conveyor belt coming up this way?

7 A Yes, sir--

8 MR. BLACKWON: He needs to be standing on this side, we
9 could see better and it would more rightly assimilate, because
10 they reach to the left to get the papers.

11 Q (By Mr. Snow) All right.

12 Come around here, Mr. Colston, they reach to the left
13 to get the papers.

14 A There will be two papers kicked out for the start of the
15 new route, and it--it is kicked this way.

16 Q And the labeler is standing where you are at at this
17 table?

18 A No, sir, no, sir. He is standing to the left side and
19 he is reaching back with his left hand, this way.

20 Q To pull these papers up?

21 TRIAL EXAMINER: Gentlemen, we have a problem here. The
22 court reporter is not going to be able to hear you, talking
23 over in the corner.

24 Why don't you turn the table?

25 A (Continuing.) The papers are pulled up; there is two

1 papers kicked out, for the start of the new route.

2 If this was a new direct route--if this was the start
3 of a direct town and there was two papers kicked out here,
4 this would be a start of a new route. This could be a
5 sectional center; there would be one kicked here and one
6 kicked here and from this point here would go in a sack and
7 then the man would step to his left and tie these, all in one
8 bundle. Now, if this man to the right side of you, what we
9 call the man pulling sacks, he moves one step to the left,
10 the man hanging sacks moves one step to the left and this
11 man has moved already to tie these, because if you don't
12 step down, as these come up on the table there is no place
13 for them to go; and they will begin to stack up on your
14 conveyor, and if the machine isn't stopped they will go
15 onto the floor.

16 Q All right.

17 Now, how long is this, approximately, how long is this
18 conveyor belt coming up to the mail table?

19 A I would say 10 to 12 feet.

20 Q Ten to 12 feet?

21 A Yes, sir.

22 TRIAL EXAMINER: Mr. Snow, may I ask you this; in relation
23 to this demonstration is this the picture that we would relate
24 that to?

25 MR. SNOW: Yes, sir.

1 TRIAL EXAMINER: What is it designated as?

2 MR. SNOW: It is designated as GC-8.

3 Q (By Mr. Snow) Now, when you were demonstrating over
4 there at the table, I hand you an instrument now that has
5 been marked as General Counsel's Exhibit 8, and I will ask
6 you if you can identify it?

7 A Yes, sir.

8 This is a picture of the sack rack, table and Bund tying
9 machine showing the man, who we call the labeler, tying clubs
10 and everyone has moved around to their left.

11 Q All right, sir.

12 Now, in your demonstration, physical demonstration over
13 there, at the table you were actually demonstrating a labeler's
14 job which is shown here by a man in the near center of the
15 picture?

16 A Yes, sir.

17 Q That was the same position you were demonstrating?

18 A Yes, sir.

19 TRIAL EXAMINER: That would be the man with the plaid
20 shirt, right?

21 MR. SNOW: Yes, sir.

22 TRIAL EXAMINER: All right.

23 Q (By Mr. Snow) I now show you an instrument which has been
24 marked General Counsel's Exhibit 9, and I will ask if you can
25 identify it?

A Yes, sir.

1 This is a picture, down the machine, of the sack rack,
2 the mailing table with a far-off shot of the kicker.

3 2 All right, sir.

4 Now, when you were standing at this table here demon-
5 strating the automatic kickout and signals of the--on the
6 conveyor belt, the mail Christmas Tree with those sacks hang-
7 ing on it is to the right of this table, is it not?

8 | A. Yes, sir.

9 MR. SNOW: We will offer into evidence the six different
10 photographs and I have furnished Mr. Blackburn with a copy of
11 each of them.

12 TRIAL EXAMINER: Is there any objection to the receipt
13 of these exhibits?

14 MR. BLACKION: I have no objections.

15 TRIAL EXAMINER: All right.

16 They are received.

17 (The documents above-referred
18 to, heretofore marked
19 General Counsel's Exhibits
20 Nos. 5 through 10, were
received in evidence.)

20 Q (By Mr. Snow) Now, Mr. Colston, let's go back to July
21 of 1968.

22 I believe you testified that the automatic kickers were
23 installed at that time?

24 A. Yes, sir. They were installed in the middle part of
25 July '68. We didn't lengthen the table, we had the same set-

1 up as we have got now, except the table was shorter and we
2 didn't lengthen it until a week to ten days after we had--
3 I should say a few days after we installed the kicker.

4 I met with my supervisor and we discussed the different
5 ways we could do it--

6 Q The different ways you could do what?

7 A Do the tying of the clubs and the three man operation
8 on the baling table. We discussed it and I called a meeting
9 on July 30.

10 Q All right.

11 Now, what kind of meeting?

12 A I waited until worktime on the 30th and called a meeting,
13 and showed--

14 Q Meeting of whom?

15 A Of the nailers that I had with there with some subs, or
16 substitute workers, and I showed them--

17 Q Did you originally schedule this meeting for July 30?

18 A No, sir, I intended to have it on July 29 and I had
19 three people--three regular people off, Cantrell, Roland
20 Reneau and Forest Ulrich.

21 Q All right.

22 Then, when you found they were not there, did you re-
23 schedule the meeting for the following day?

24 A Yes, sir.

25 Q Just tell us what you did when you called this meeting

1 journeymen nailers?

2 A. I demonstrated to them, I stood at the end of the tying
3 machine where the sacker--I mean where the labeler would be
4 standing and showed them that they would have to take one
5 step to the left, because if you didn't with an S C F Route
6 coming up behind it, you didn't have time, if you waited
7 until they got to the center of the table. They had a tendency--
8 you would have to either stop the machine or they would hit the
9 floor, off of the conveyor belt.

10 Q. All right.

11 Did you demonstrate the labeling position to them?

12 A. Yes, sir.

13 Q. Did you show them how they would need to step down to
14 get these papers?

15 A. Yes, sir, and I also showed all three positions, how
16 they would have to move to their left.

17 Q. In those three particular positions.

18 A. Yes, sir.

19 Q. Now, one of them is the labeler, what do you call the
20 other one?

21 A. We call the other man, the man that is pulling sacks and
22 is third man on the end, the man who is hanging sacks.

23 Q. He puts the sacks on this Christmas Tree sort of thing,
24 where you hang these?

25 A. Yes, sir, the sacks.

1 Q Will that turn?

2 A Yes, sir, it turns by air pressure, you push a button
3 and air pressure moves it.

4 Q Now, the man that is pulling these sacks off, what does
5 he do with them?

6 A He stacks them onto a buggy that we have.

7 Q Then that's when they are actually shipped out?

8 A Yes, sir.

9 Pulled over to the door and loaded out of the dock.

10 Q All right.

11 Now, in a normal operation, I say normal, generally,
12 how many positions are there on the mailing machine?

13 A Five, sir.

14 Q Now, let me ask you this: Does that vary depending on
15 the size of the paper, the number of pages?

16 A Yes, sir. On 28, 30 and 32 we will have a six man
17 operation on the machine. We have a man that goes up and
18 shakes papers. He will shake one load and slide them over
19 to the man feeding the machine and he, in turn, will put
20 them in the hopper and then the next time he will shove the
21 load over and the man feeding will straighten them and set
22 them in. We have an additional helper on the feeder.

23 Q All right, sir.

24 Now, does one man work that same position all the time?

25 A No, sir, we rotate every 15 minutes.

- 1 Q Every 15 minutes each one of the five, I'm talking
2 about the regular mailers, each one of the five will rotate?
- 3 A Yes, sir. Each one of the five regulars.
- 4 Q You don't have to tell them to rotate?
- 5 A No, sir.
- 6 Q How many mailing machines do you have?
- 7 A Two.
- 8 Q And you are over both machines?
- 9 A Yes, sir.
- 10 Q Which machine does Mr. Cantrell work on?
- 11 A Number one. What we call the No. 1 mailing machine.
- 12 Q Are these machines the same kind of machines?
- 13 A Yes, sir.
- 14 Q They both have the automatic kicker?
- 15 A Yes, sir.
- 16 Q There is no difference in the operation of either one
17 of them over the other one?
- 18 A No, sir.
- 19 Q I believe you have described the duties of the feeder,
20 that was the man that you gave as No. 1 position?
- 21 A Yes, sir.
- 22 Q And then the number 2 is the operator?
- 23 A Yes, sir.
- 24 Q And then the number 3 position is the labeler?
- 25 A Yes, sir.

1 Q Number 4 is?

2 A The man pulling sacks.

3 Q And 5 is the man hanging sacks?

4 A Yes, sir.

5 Q All right.

6 Now, at this meeting where you demonstrated what this
7 No. 3 position was to do, to step over and, and as you have
8 shown us here in the courtroom, did you ask the people if
9 they had any questions about the operation of the machine
10 with this new automatic kickout on it, do you remember?

11 A Not offhand I don't remember. I don't remember any
12 discussions on it.

13 Q Did anybody ask you any questions about it?

14 A Not that I can remember.

15 Q All right.

16 In the performance of your duties out there, since the
17 automatic kickers have been installed, have you had to remind
18 some of the boys they have to step over and pull those papers
19 up?

20 A Yes, on November 18th, I talked to Cantrell about
21 stepping down and catching the papers at the end of the table.
22 And I have spoken to two or three more on different occasions.

23 In fact I spoke to Wayne Wright on February 27, about
24 15 to 20 minutes before he handed me the charges from Cantrell.

25 Q All right.

1 Now, if you will, please, identify who Wayne Wright is?

2 A He is the president of the Dallas Mailers Union, Local
3 143, of the IMU.

4 Q That's International Mailers Union, IMU?

5 A Yes, sir.

6 Q All right, sir.

7 Mr. Colston, were you ever a member of the International
8 Mailers Union, and also Local 143?

9 A Yes, sir, I became a member on February--I mean, excuse
10 me--on March 23rd of 1953.

11 Q Now, have you ever occupied any office, or participated
12 in any of the activity of the union?

13 A Yes, sir.

14 Q Would you tell us what you have done since you became a
15 member?

16 A I was secretary-treasurer for, approximately five years.

17 Q And that's Local 143?

18 A Yes, sir.

19 Q All right.

20 A I was on the scale committee representing Local 143
21 with Dow Jones and Company. I was on the executive board
22 a number of years. I have also served on the Laws Committee.
23 I was a delegate to the International Convention twice, once
24 in Dallas, once in Nashville, Tennessee.

25 Q And were you a journeyman mailer?

1 A Yes, sir.

2 Q And you carried a card as journeyman mailer?

3 A Yes, sir.

4 Q Now, did you ever serve as chapel chairman?

5 A Yes, sir.

6 Q What is the chapel chairman?

7 A I served as chapel chairman on two different occasions,
8 in fact I resigned as chapel chairman, and took the assistant
9 foreman's job.

10 The duties of the chapel chairman are to be the go
11 between, between the union and the foreman.

12 Q And the foreman?

13 A He represents the union on the floor.

14 Q All right, sir.

15 Now, when were you appointed assistant foreman?

16 A The latter part of November of 1967.

17 Q When were you promoted to foreman?

18 A February 29, 1968.

19 Q Have you had occasion to talk to Mr. Cantrell about
20 stepping down to get these papers and bring them up onto the
21 table from the conveyor belt?

22 A On two different occasions.

23 Q Do you remember when that was?

24 A Yes, sir.

25 Once was in November of '68, and again in February of '69.

1 Q What did you do in regard to the February '69 incident?

2 A In February of '69, I was standing in the middle of the
3 room watching the different positions. The No. 1 machine
4 kept going down and I got to watching the machine to see why
5 it was going down.

6 Q What do you mean, "Going down?"

7 A Stopping.

8 Q Now, can the labeler stop that machine?

9 A Yes, sir.

10 There is a stop button right by him. All he has to do
11 is step over and push the stop button. Then, he can start
12 the conveyor up, but he can't start the machine up.

13 I watched him stop it four or five times--

14 Q What do you mean, "Him?"

15 A Mr. Cantrell, and I walked over to him and told him he
16 would have to step down to catch the papers, because if he
17 waited for them to come way up on the table there was no way
18 he could keep up with the speed of the machine. So I walked
19 off; he continued to stop the machine; I went to the chairman,
20 Roland Reneau; I went to Farris Mims, my assistant.

21 Q Mims is assistant foreman?

22 A He was at that time, yes, sir.

23 Q And who is Roland Reneau?

24 A The chapel chairman.

25 Q All right.

1 A And I told him and walked over to Cantrell and I told
2 him I would like to talk to all three of them. We walked into
3 an adjoining room, off of the floor, being that the press
4 was running, the other mailing machine was running; and there
5 was quite a bit of noise and I wanted to be sure that he could
6 hear me, because I had warned before on this.

7 And I told him, I said, "Cantrell, I have asked you, I
8 have even demonstrated it, I have ordered you, and this is
9 my final order to you, you either step down to the end of the
10 table and catch the papers or you'll be looking for another
11 job."

12 Q I hand you now, Mr. Colston, an instrument here which
13 has been marked Joint Exhibit 2, and I will ask you if you can
14 identify that?

15 A Yes, sir.

16 Q Is that your signature on it?

17 A Yes, sir.

18 Q What is this?

19 A That is a letter that I sent to Mr. Cantrell's home,
20 over the fact that he would not step down and catch the papers.

21 Q Is this what you term or call a written reprimand?

22 A Warning.

23 Q Warning?

24 A Yes, sir.

25 Q I now hand you an instrument which has been marked Joint

1 Exhibit 3, and I will ask you if you can identify that?

2 A. Yes, sir.

3 This was a letter that was handed to me by Cantrell.

4 Q. At the plant?

5 A. During working hours.

6 Q. He brought this to you?

7 A. Yes, sir.

8 Q. And this is a reply to your reprimand?

9 A. Yes, sir.

10 Q. I now hand you an instrument which has been marked Joint
11 Exhibit 4 and I will ask you if you can identify it?

12 A. Yes, sir.

13 These are a copy of charges given to me by Wayne Wright
14 on February 27, where Cantrell had filed charges against me.

15 Q. That is 1969?

16 A. Yes, sir.

17 Q. Now, what did you do with these when Wayne Wright handed
18 you these, what did you do?

19 A. I opened them, read them, and took them to my immediate
20 supervisor, Paul Naccay, and he in turn gave them to--I can't
21 swear to this, but it's my understanding he gave them to
22 Mr. Munson.

23 The next day when I come in Mr. Munson told me that he
24 had turned it over to the legal department of Dow Jones.

25 Q. Did you attend a meeting, a union meeting after these

1 charges were filed?

2 A Yes, sir.

3 I attended at the Anchor Motel, on Harry Hines Boulevard.
4 The first of March, the early part of March, I am not
5 sure of the date, I would say around the 2nd or 3rd of March
6 and a motion was made and seconded, to give the International
7 original jurisdiction over the charges.

8 Q You were present at this meeting? Do you recall who
9 made the motion, who seconded it?

10 A No, sir, I don't.

11 Q Was this motion submitted to vote?

12 A Yes, sir.

13 Q Of the membership?

14 A Yes, sir.

15 Q And did you vote?

16 A No, sir.

17 Q Were you ever informed that the International had
18 actually assumed jurisdiction of the charges filed by Cantrell?

19 A Yes, sir, I received a letter.

20 Q Did you testify that you had asked Wayne Wright to stop
21 over to pull these papers up?

22 A Yes, sir, February--

23 Q Did he do it?

24 A Yes, sir.

25 Q Did he make any objection to it?

1 A. He didn't say a word.

2 Q. Just went ahead and done it?

3 A. Yes, sir.

4 Q. Has this Mr. Cantrell, that has filed these charges
5 against you, has he ever been foreman out there at the plant?

6 A. Yes, sir, he was foreman when I came to work there.

7 Q. When you first came to work?

8 A. Yes, sir.

9 Q. What is his job classification now?

10 A. He is a journeyman mailer now.

11 Q. Do you remember about when he quit being foreman out
12 there?

13 A. Not the exact date, no, sir. It was in November of '67.

14 Q. But he continued in their employ, did he?

15 A. Yes, sir.

16 W. H. Gothard became foreman.

17 Q. And who was his assistant?

18 A. There was no first assistant foreman. At the time
19 Cantrell was foreman, W. H. Gothard was assistant foreman.
20 In the absence of the assistant foreman, or the foreman,
21 James R. Simmons was the third--what we call the third
22 assistant--he became the first assistant in the absence of
23 one of them, and he--

24 Q. Do you know about how long Mr. Cantrell was a foreman?

25 A. No, sir, I don't.

Q. All right.

1 Were you a member of the International Mailers Union
2 and Local 143, in June of 1969?

3 A. Yes, sir.

4 I have paid my June dues, and then I received a letter
5 that I had been expelled from the IMU and was automatically
6 expelled from Local 143.

7 Q This was effective when?

8 A The latter part of June.

9 Q All right.

10 Did you tender your dues for the month of July?

11 A Yes, sir.

12 I mailed them to--I attempted to pay the Local secretary-
13 treasurer, P. H. Campbell, and he said, "It's my understanding
14 you have been expelled," and I said, "Well, I don't know."

15 Q When was this?

16 A The early part of July, possibly the last couple of days
17 of June, I usually paid my dues the last day or two of the
18 preceding month, or the 1st of the month.

19 And I said, "Would you give me a letter to that effect"
20 and he said, "Yes."

21 And the next day I asked him again for the letter, to
22 the effect that I had been expelled and the reason for it,
23 that he wouldn't take my dues and he said, "I can't give you
24 one, it's my understanding it's going to come out of the
25 International."

1 And then I got a certified check and mailed it to the
2 International president.

3 In the meantime I got a letter saying that I had been
4 expelled.

5 Q From the International?

6 A From the International. I also got a letter back from
7 Mr. Hosier explaining that I had followed Mr. Munson's advice
8 and that I had been expelled.

9 Q Was your certified check returned to you?

10 A Yes, sir, it was.

11 Q Mr. Colston, what--about how many members are out at
12 Dallas Mailers, Local 143?

13 A I think 15, sir.

14 Q Do all of those people work for Dow Jones?

15 A To the best of my knowledge all of them work there but
16 one.

17 Q All but one?

18 A Yes, sir.

19 Q All the members of 143 work at Dow Jones?

20 A Yes, sir.

21 Q Then, actually, when they are talking about 143 they're
22 talking, essentially, about Dow Jones employees, correct?

23 A Yes, sir.

24 Q Now how many foremen are members of 143, or were members?

25 A Only one.

1 Q You were the only foreman that was a card carrying member
2 of 143?

3 A To my knowledge, yes.

4 Q I hand you now an instrument, and it has been stipulated
5 that it is a publication of the International Mailers and
6 this one has been marked General Counsel's Exhibit No. 2,
7 and I will ask you if you can tell us what this is?

8 A This is a publication of the International Mailers
9 Union, editor being Gene Johnson, the International secretary-
10 treasurer. The normal procedure to get an article in the
11 Mailer for a Local Union is, a man is elected to write
12 articles for the International--I mean for the International
13 publication under your own by-line.

14 Q Now, in this publication where it says, 143 Dallas, I
15 am referring to page 19 of GC-2, what does that 143 Dallas
16 mean?

17 A That is the number of the local union, the 143, Dallas
18 signifies the town.

19 Q Now, here at page 19, under the 143 Dallas topic here,
20 says, "Parable of a Small Boy", and there is about a two and
21 a half column here that is signed by James H. Langston.

22 Do you know Mr. Langston?

23 A Yes, sir.

24 Q Is he a member of Dallas 143?

25 A Yes, sir.

Q And wherein he refers in this article, under the by-line of 143, when he refers to a foreman, he could only refer to you, is that correct?

A I would think so.

MR. SNOW: We would like to offer General Counsel's Exhibit 2 into evidence.

MR. BLACKMON: We would like to state our objections as stated in the beginning. I don't believe Mr. Langston is an officer of the Local, certainly not an officer of the International Mailers Union and his opinion expressed there is not necessarily the views of the Local and not of the International. It's only his personal feelings, as I stated before those are not censored, unless it is something libelous or scandalous, and for that reason they have no relevance to this case; and they are not material to this case.

Our only charges in this case was discrimination against a brother member for requiring him to perform work in a different manner and with harrassment, contrary to any other employee in the mailroom, and any other union member in the mailroom.

What some other member things about Colston is not material to this case, a brother member, what he writes about him, what some other Local member says about him, that is not material to this case. He is not speaking for the union, they have no authority to speak for the union.

1 TRIAL EXAMINER: Let me ask you Mr. Blackmon.

2 It has just been testified a Local member is elected to
3 write articles from the Local for publication in the Inter-
4 national; would that make the articles the product of the
5 Local?

6 MR. BLACKMON: No, as I stated before we encourage, as
7 provided under the Landon-Griffith Act, not only for union
8 meetings, but in our publication, free speech. As I stated
9 they can speak their mind, they are encouraged to.

10 I know Gene Johnson gets up at conventions, says, "Keep
11 those letters and articles coming in." He will publish
12 letters from anybody. It's information, reading news.

13 They have no bearing as far as the policy, or they do
14 not speak authoritatively for the International Mailers Union
15 or the Locals. It's only an article from the person that
16 writes the article.

17 TRIAL EXAMINER: If that is true, if the Local elects
18 a person to send something in, aren't they electing him on
19 behalf of that Local to send in articles from that Local,
20 because otherwise there would be no reason to elect somebody
21 to do so.

22 If anyone can write in, fine, but if a person is elected
23 to write in for the Local, then that would be a designation
24 of that.

25 MR. BLACKMON: He can be elected, or he can be appointed.

1 It's no official office, he is not an official of the Union.

2 TRIAL EXAMINER: Under your terms of elective offices,
3 as such, I would agree with you, but isn't he then performing
4 a function for the Local, when he has been elected or appointed
5 to do something on behalf of the Local?

6 MR. BLACKMON: He writes information concerning the
7 Local. He is not performing a service or giving the opinion
8 of the Local. He's giving in his own words the happenings
9 of the Local, or he doesn't have to give any, he can write
10 on anything, he can write on a fish story. We have one per-
11 son that writes on his car all the time, he has an old 1942
12 Chevrolet he writes about practically every month.

13 It does not have to be limited to the opinion of the
14 Local. It's news of the Local, and for that reason it's not
15 material to this case.

16 TRIAL EXAMINER: May I see the article, Mr. Snow?

17 MR. SNOW: Mr. Trial Examiner, we have five of the
18 monthly publications here, and each article that pertains to
19 Dallas Local 143 was written by the same man, covering a five
20 month period of time, Mr. James Langston.

21 We say it is material because it's good background to
22 show that these articles were written about this foreman,
23 before any union charges were filed against him, and continued
24 even after. These articles written by Mr. Langston, directing
25 an attack at Mr. Colston.

1 There is one article in one of them, Mr. Trial Examiner,
2 from the International office.

3 TRIAL EXAMINER: Let me suggest, that rather than me
4 considering this one at a time, suppose me go through this
5 series of five and I can look at the whole group, and then
6 decide.

7 MR. SNOW: All right.

8 Q (By Mr. Snow) Mr. Colston, I now hand you an instrument
9 which has been marked as General Counsel's 2-A and I will
10 ask you if you can identify it?

11 A Yes, sir.

12 It's the February publication of the International
13 Mailers Union.

14 Q And that is designated as Volume 24, No. 2 for the
15 month of February, 1969?

16 A Yes, sir.

17 Q All right, sir.

18 I now hand you--

19 TRIAL EXAMINER: Do you have a page designation?

20 MR. SNOW: Sir?

21 TRIAL EXAMINER: Apparently you don't want to draw my
22 attention to the whole book, just to the particular article.

23 MR. SNOW: No, sir, I have photostatic copies--

24 TRIAL EXAMINER: Just give me the page numbers.

25 MR. SNOW: All right, sir.

1 In General Counsel's Exhibit No. 2, the article commences
2 on page 19 and concludes on page 20.

3 TRIAL EXAMINER: All right.

4 MR. SNOW: And Article 2-A, the article appears on page
5 24 and is concluded on 25.

6 Q (By Mr. Snow) Now, General Counsel's Exhibit No. 3, I
7 will ask you if you can identify it?

8 A Yes, sir.

9 It's also a publication of the International Mailers
10 Union.

11 Q This is Volume 24, No. 3 for March, 1969. The article
12 commences on page 21 and is concluded on page 22.

13 I now hand you an instrument which has been marked as
14 GC Exhibit No. 4, and I will ask you if you can identify it?

15 A Yes, sir.

16 It is also a publication of the International Mailers
17 Union.

18 Q And this is Volume 24, No. 4, for the month of April,
19 1969, is that correct?

20 A Yes, sir.

21 Q The article commences in this exhibit, at page 25 and is
22 concluded on page 26.

23 I now hand you an instrument which has been designated
24 as General Counsel's Exhibit 4-A, and I will ask you if you
25 can identify that?

1 A Yes, sir, it's the June issue of the International
2 Mailers Union.

3 Q That's Volume 24, No. 6?

4 A Yes, sir.

5 Q That is June 1969. The article commences on page 20 and
6 is concluded on page 20, and also Mr. Gene Johnson wrote an
7 article in this issue on page 28, begins on 28 and is con-
8 cluded on 29.

9 And he is, I believe, a--he is secretary-treasurer of
10 the International Mailers Union.

11 MR. SNOW: We would like to offer all five of these
12 exhibits into evidence.

13 Mr. Trial Examiner, I would like also to point out that
14 some of the stipulated exhibits that we stipulated their
15 materiality to, are issues here, were written by the Executive
16 secretary-treasurer, Mr. Johnson, Gene Johnson wrote one of
17 the articles.

18 TRIAL EXAMINER: In reading that article, I don't think
19 that that necessarily applies to this specific instance, Mr.
20 Colston, as such. Whereas, the article signed by Mr. Langston
21 it seems very definitely to apply to Mr. Colston, but I do
22 have a question as to whether they are his articles, are the
23 Local Union's product, because in these articles in certain
24 instances I see him using the terms, "In my opinion," and
25 things like that.

1 I really don't know, from what I have been told here so
2 far, it is only that the witness said he believes that the
3 man is elected.

4 I don't know that I can take this as an official state-
5 ment from the Local, as to what it is.

6 Now, what precisely, what are you offering this to prove?

7 MR. SNOW: Mostly to show that the Local 143, was out
8 after Mr. Colston long before they ever expelled him out of
9 the union. This shows they were talking about him in these
10 articles, Mr. Langston was, before the charges were filed,
11 even continued after Mr. Cantrell filed his charges and we
12 are using it to show background that there was a straight
13 design, starting out to expell this man. The wrote about
14 him, which went to all of the unionmembers. He stated that
15 there is only one foreman that was in the Dallas 143, and he
16 was it. And that all of the membership of 143, except one
17 person, is under his supervision.

18 TRIAL EXAMINER: The problem that I see with this is:
19 That I am not sure if you have tied in all the people in the
20 Local are out to get the foreman, because the articles as
21 I have stated, use the terms, "In my opinion," and other
22 things.

23 I can't tell from reading this, these articles, whether
24 this is a statement of position by the Local, or a statement
25 of position by Mr. Langston.

1 MR. SNOW: I don't know Mr. Langston's connection with
2 the Local.

3 TRIAL EXAMINER: Well, maybe that's where we need to
4 go, to find out just what he was doing with the Local and
5 whether he was stating--this was undoubtedly there is--these
6 articles do show that he was not enchanted with Mr. Colston,
7 let's put it that way, but I don't know where we can go from
8 that.

9 MR. BLACKMON: We are not trying to contend that Mr.
10 Colston could win a popularity contest in the Local union
11 here. That's not the problem.

12 I would like to read, if I may, from the Book of Laws,
13 on the correspondence to mailers and what the duties and
14 responsibilities are as such.

15 TRIAL EXAMINER: Do you have any objections?

16 MR. SNOW: Yes, sir.

17 These By-Laws are Book of Laws, whatever he's designat-
18 ing them, they are not part of our contract, we are not
19 bound by them--

20 MR. BLACKMON: The publication's are not part of your
21 contract.

22 TRIAL EXAMINER: The question is: What standing does
23 the person who is writing these articles have.

24 Now, if the By-Laws do state what standing a person
25 has, I think we ought to find out.

1 MR. SNOW: Well, I don't know.

2 MR. BLACKMON: Do you want me to read it?

3 MR. SNOW: What page?

4 MR. BLACKMON: Do you object to it?

5 MR. SNOW: No.

6 TRIAL EXAMINER: Let me hear it, Mr. Blackmon.

7 MR. BLACKMON: The correspondence to mailers' Section
8 23, under Article 11, Sub-ordinance Unions or appoint a corres-
9 pondent to report matters of interest to the crowd and condi-
10 tions of the trade, which shall be published in the Inter-
11 national Mailer. Said reports shall be sent to the office of
12 the secretary-treasurer and same may be edited by the secretary-
13 treasurer of the International Mailers Union subject to the
14 approval of the executive council, if said reports contain
15 words of profanity, remarks that are considered libelous or
16 subject matter which can be considered derogatory to the best
17 interest of the union. Only union elected or appointed
18 correspondents shall submit articles for publication in the
19 Mailer.

20 Now, all they do--

21 TRIAL EXAMINER: May I hear that last phrase again?

22 MR. BLACKMON: Only union elected or appointed corres-
23 pondents shall submit articles for publication in the Mailer.

24 Now, they don't have authority to express the opinion
25 or authoritative opinion of the union.

1 They are not the official officer of the union. The
2 officers are the ones that give the authoritative opinion of
3 the union.

4 Even the executive council, cannot state what the policy
5 of the International is, unless it is approved by the conven-
6 tion. All of their policies, and so forth, are included in
7 the Book of Laws and all of the convention action would be
8 covered in there, and they cannot state, one man cannot state,
9 sending in an article to tie-up, or bind the Local union,
10 neither can an article by Gene Johnson tie-up the International.

11 TRIAL EXAMINER: It would appear from what you have just
12 read, however, that the officially appointed or elected person
13 is the only one who can write on behalf of the Local.

14 MR. BLACKMON: Can write articles.

15 MR. SNOW: Right.

16 TRIAL EXAMINER: Right.

17 MR. BLACKMON: The other people can write them, but
18 they put this limitation to keep--

19 TRIAL EXAMINER: It has to come under his name?

20 MR. BLACKMON: Yeah, but it does not have to come under
21 his name. We put that limitation on there, as Ralph knows,
22 he is the first vice-president of the International, they
23 put that limitation on there to keep from overloading the
24 Mailer. Where if everybody and his dog was going to write
25 and they get into a thick political battle, everybody would

1 be writing, so they have to have a way of curtailing it and
2 they would limit it to one to a union, is what they would do.

3 TRIAL EXAMINER: Which means, that if anybody else in
4 the unit wanted to express something it would have to come
5 through the person who was appointed or elected--

6 MR. BLACKMON: Well, he would eliminate his article for
7 that month and the other man would send his--send one.

8 TRIAL EXAMINER: But it is his prerogative at that point?

9 MR. BLACKMON: It would be his prerogative.

10 MR. SNOW: As I understand what you were reading there,
11 Mr. Blackmon, it says only the elected or appointed local
12 representative can submit an article, and then it's submitted
13 for approval by the executive committee and secretary-treasurer.

14 MR. BLACKMON: There's nothing in here that gives him
15 authority to speak for the union, officially.

16 MR. SNOW: It means each article that has been published,
17 it has been published with the sanction of the people that he
18 has to send them to, secretary-treasurer.

19 MR. BLACKMON: The secretary-treasurer doesn't publish--
20 doesn't sanction on that--as I stated here, the only thing he
21 would take them out on is because of words of profanity, or
22 remarks considered libelous.

23 TRIAL EXAMINER: As I understand your offer on these,
24 I don't think I can accept your offer as one, in terms that
25 you made it. Your offer was to show that there is a design to

1 get Colston.

2 I don't think these articles would show that, these
3 articles at the moment would show that he wasn't popular, at
4 least with this one man, or some of the others in the plant.
5 Now, I don't know whether you need that for the balance of
6 your case because--

7 MR. SNOW: I think so.

8 TRIAL EXAMINER: Pardon?

9 MR. SNOW: I think so, yes, sir.

10 TRIAL EXAMINER: I don't know Mr. Blackmon, you may be
11 willing to stipulate that Colston wasn't popular with the
12 men, maybe that will take care of your problem.

13 MR. BLACKMON: I will stipulate that.

14 TRIAL EXAMINER: Does that take care of your problem?

15 MR. BLACKMON: I'll also stipulate that he discriminated
16 only against one.

17 TRIAL EXAMINER: I don't think General Counsel is willing
18 to stipulate that.

19 In fact, if I was to read this article that would not
20 seem to be the opinion expressed here, by Mr. Langston.

21 MR. BLACKMON: What's that?

22 TRIAL EXAMINER: That only one person was discriminated
23 against?

24 MR. BLACKMON: Well, I don't know of any others being
25 discriminated against.

1 TRIAL EXAMINER: What I'm saying is, I recall reading
2 one portion of this thing and it stated there was shouting
3 at the Plaintiff, which would indicate something else.

4 Now, I don't know? What's your position, Mr. Snow?

5 MR. SNOW: I didn't understand your question.

6 TRIAL EXAMINER: My position was whether a stipulation
7 that Mr. Colston was not popular with the men at this point,
8 would handle your problem or not.

9 MR. SNOW: Well, if Mr. Blackmon would stipulate that
10 Mr. Colston--there was animosity or ill feeling between
11 Cantrell and Colston and that Cantrell was--felt pretty bitter
12 towards Colston, for switching from a loyal union member that
13 participated in--

14 MR. BLACKMON: Oh, let's don't get ridiculous, let's
15 don't get ridiculous.

16 TRIAL EXAMINER: Gentlemen, now look.

17 I think I know your position.

18 I don't think these articles are going to help you to
19 that extent. I don't think they show exactly what you think
20 they do.

21 By that fact, I will let them in for what you think they
22 show, but I am not inclined to give them much weight at this
23 point.

24 MR. SNOW: All right, sir.

25 Thank you, sir.

1 TRIAL EXAMINER: I will receive General Counsel's
2 Exhibits 2 through 4-A.

3 (The documents above-referred
4 to, heretofore marked General
5 Counsel's Exhibits 2 through
6 4-A were received in evidence.)

7 TRIAL EXAMINER: But, I want to point out here, that
8 there is a gap, which you haven't bridged yet with these.

9 MR. SNOW: All right, sir.

10 Are we going--

11 TRIAL EXAMINER: Where are you with this witness, right
12 now?

13 MR. SNOW: I have some more questions.

14 TRIAL EXAMINER: Well, how soon can you finish with him?

15 MR. SNOW: Probably 30 or 40 minutes.

16 TRIAL EXAMINER: Unless you gentlemen are extremely
17 hungry, let's finish with the witness on direct, and then
18 we can start on cross when we get back.

19 MR. BLACKMON: Mr. Trial Examiner, I would like to state
20 that I believe the boys here have to leave back for work, if
21 they are going to get the paper out, by 4:00 o'clock, is that
22 right?

23 MR. MUNSON: The normal starting time is 5:00.

24 TRIAL EXAMINER: Do you want to go off the record?

25 MR. BLACKMON: Yes, off the record.

TRIAL EXAMINER: Off the record.

1 (Discussion off the record.)

2 TRIAL EXAMINER: On the record.

3 We will recess at this time for lunch.

4 Please be back at 1:30.

5 (Whereupon, at 12:40 o'clock p.m., the hearing was
6 recessed, to reconvene at 1:30 o'clock p.m. the same day.)
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1:30 p.m.

AFTERNOON SESSION

1
2 TRIAL EXAMINER: On the record.

3 Would you come back to the stand, please?

4 Whereupon,

5 ROBERT L. COLSTON

6 resumed the witness stand, and, having been previously duly
7 sworn, was examined and testified further as follows:

8 DIRECT EXAMINATION (Continued.)

9 MR. SNOW: Mr. Court Reporter, would you mark this as
10 the next General Counsel's exhibit?

11 MR. BLACKMON: Mr. Trial Examiner, they are submitting
12 a statement made by Brother Colston. He is on the stand
13 and can testify as to that.

14 What's the basis of that, having that as an exhibit?

15 TRIAL EXAMINER: I don't know.

16 MR. SNOW: I will show its materiality.

17 TRIAL EXAMINER: Well, before you show it to the witness--

18 MR. SNOW: I have already shown it to Mr. Blackmon.

19 TRIAL EXAMINER: I mean, before you show it to the
20 witness--

21 MR. BLACKMON: I mean he is making a self-serving state-
22 ment. That isn't under oath, that's a self-serving statement
23 he made to protect himself with management. I mean, that has
24 no bearing on this case.

25 MR. SNOW: Mr. Blackmon, he is under oath right now.

1 TRIAL EXAMINER: Before you give this to the witness--I
2 haven't read it--before you give it to the witness what is it
3 that you want to elicit from the witness?

4 MR. SNOW: This is evidentiary from the witness, where
5 he put in writing what he told about, when he got the chapel
6 chairman and the assistant foreman and went into this room,
7 why, this is the report he made that went into the company
8 records.

9 MR. BLACKMON: Well, Mr. Trial Examiner, he is going to
10 testify, the chapel chairman is going to testify as to what
11 was done and said, why this self-serving exhibit?

12 TRIAL EXAMINER: First of all I think General Counsel
13 is going to wish to have this identified as a memoranda made
14 by this witness at that time and filed with the company as
15 part of the company's records at that time, I presume.

16 MR. SNOW: That is correct.

17 TRIAL EXAMINER: Now the witness, I take it that we have
18 already had some testimony from the witness as to what took
19 place at that time.

20 MR. SNOW: Yes, sir.

21 TRIAL EXAMINER: This would not, in any way, well, I don't
22 know, whether it would detract from that or not, but I think
23 the witness at this point could identify that this is a
24 company memoranda that he made of that and submitted at that
25 point.

1 MR. BLACKMON: He will have to identify as to the time
2 it was made.

3 TRIAL EXAMINER: That's right.

4 Whether he typed it, or who typed it, et cetera, all the
5 way through.

6 (The document above referred
7 to was marked General
8 Counsel's Exhibit No. 11
9 for identification.)

10 Q (By Mr. Snow) Mr. Colston, I now hand you an instrument
11 which has been marked by the court reporter as General
12 Counsel's Exhibit No. 11, and I will ask you if you can identi-
13 fy that?

14 A Yes, sir.

15 This is the conversation--

16 Q Is that your signature at the bottom?

17 A No, sir.

18 This was given to Paul Neecey and he typed it and this--

19 Q What is this?

20 A This is a note for my own personal files and the company
21 files, of the conversation I had with Cantrell, Roland Reneau
22 and Farris Kims in November of '68.

23 Q The instrument has a date on it, does it not?

24 A Yes, sir.

25 November 18, '68.

Q Is this a memoranda, your personal memoranda of what
took place at that time?

1 A Yes, it is.

2 Q And a written record of that conversation?

3 A Yes, sir.

4 MR. SNOW: General Counsel would offer this as an
5 exhibit.

6 TRIAL EXAMINER: Mr. Blackmon?

7 MR. BLACKMON: Well, I object to it, on the grounds that
8 the best evidence is that he is here and can testify to it.
9 He can refresh his memory from it.

10 TRIAL EXAMINER: Well, I haven't read it and I didn't
11 understand it was the previous November. I thought it possibly
12 was the conversation in February.

13 The witness has not been asked about the November con-
14 versation has he?

15 MR. SNOW: Yes, sir.

16 TRIAL EXAMINER: Has he--I didn't recall that he had been
17 asked specifically what took place in a November conversation.

18 I only understood that he did speak to him in November,
19 but did not give any specifics at that time.

20 MR. SNOW: That's right.

21 TRIAL EXAMINER: Can we have him testify as to what took
22 place at that time?

23 MR. SNOW: All right, sir.

24 Yes, sir.

25 Q (By Mr. Snow) Tell us about the conversation to which

1 this memorandum makes reference.

2 Who was there?

3 A Roland Reneau, the chapel chairman, Farris Mims, Cantrell
4 and myself.

5 Q Farris Mims?

6 A He was the assistant foreman at that time.

7 Q All right.

8 What took place?

9 A I walked down to Cantrell with Roland Reneau in attendance
10 and Farris Mims, and I told him--

11 Q You told who?

12 A W. F. Cantrell.

13 Q All right.

14 A That I had told everyone in a meeting that they would
15 have to step down to the end of the table and get the papers
16 and he said--would you like for me to say what he said?

17 TRIAL EXAMINER: Yes.

18 A (Continuing.) He said, "I can reach the fucking papers
19 from here and I am not going to step down." And I said,
20 "OK, but I am ordering you to step down," and he did. .

21 This lasted some week or two and then it gradually
22 began to get worse, and in February I went back to him once
23 again, with Roland Reneau, Farris Mims in attendance, and we
24 went into the side room. I told him once again. We went
25 back out onto the floor, and in fact, he made a real show of

1 it, the rest of the night, running up and down the conveyor.

2 Q You mean after this February conversation he did go up
3 and down the belt and made a show of it?

4 What do you mean, "Made a show of it?"

5 A He run up and down making a real show of what was going
6 on. Over-exaggerating what I had told him.

7 Q You told him to take one step over and down?

8 A Yes, sir.

9 Q To the left?

10 A Yes, sir.

11 Q But he went further?

12 A Yes, sir, he run up and down the conveyor, and, in fact,
13 all the way down almost to where they were dropping out of
14 the machine.

15 Q All right.

16 Who did you say was foreman prior to you?

17 A W. H. Gothard.

18 Q Is he a member of Local 143, and the International?

19 A Yes, sir.

20 Q Was he a member while he was foreman?

21 A Yes, sir.

22 Q Is it traditional in the newspaper industry that the
23 foreman be a member of the union?

24 A Yes, sir.

25 Q If a person, one of these mailers out there, that is

1 under your supervision, if they have got a gripe coming, tell
2 me what they do?

3 A Well, the first part of the joint standing section of
4 the current contract between Dallas Mailers Union, No. 143,
5 and Dow Jones and Company, is that if you have a gripe on
6 the floor, any working condition, overtime scale, anything
7 under their jurisdiction on the floor, the chapel chairman
8 is the first step of the grievance committee, is to come to
9 me.

10 Q You mean the employee, the mailer goes to the chapel
11 chairman, tells him his side of the story, is that what I
12 understand from your testimony?

13 A Yes, sir.

14 Q Then the chapel chairman comes to you and tells you,
15 John, Frank, or whoever it was, is griping about such and
16 such?

17 A Yes, sir.

18 Q Is that right?

19 A Yes, sir, that is normal procedure.

20 Q In other words, you are step 1 in the grievance procedure,
21 under the current contract?

22 A Yes, sir.

23 Q I believe you testified this morning that you served on
24 the scale committee of Local 143, at one time or another?

25 A Yes, sir. I set in on negotiations, on, if my memory

1 serves me right, on the two previous contract negotiations,
2 prior to the one that is in effect now.

3 Q You mean between Dow Jones and 143?

4 A Yes, sir.

5 In fact, 90 percent of the contract proposal which was
6 drawn up, I drew up of the current contract.

7 Q At that time you were setting in as what?

8 A I was on the negotiating committee.

9 Q For the union?

10 A Yes, sir, and secretary-treasurer of the union.

11 Q All right.

12 I again show you a picture here, that has been identified
13 as General Counsel's Exhibit 8, which I believe we identified
14 this man in the checked shirt as the labeler, is that
15 correct?

16 A Yes, sir.

17 Q Now, this picture indicates that he is leaning somewhat
18 to his left.

19 Would you demonstrate to us just about how far it is
20 necessary, by using this table over here?

21 A Now, the sack rack that is in the picture that--shows
22 there where he is standing, if the man continues to stay here
23 and catch the papers as they are coming down the belt and
24 onto the table here--

25 Q The belt goes 12--to the left--

1 A It comes back to the left. Well, then, the papers would
2 stack up here and there is no way that you can keep up with
3 the conveyor here and label your sacks too; but, if you will
4 take one step and reach down to the left of the table--

5 Q I notice your foot is lifting up just like the one in
6 the picture.

7 Is that about how far you would have to reach?

8 A You have to lean over to the left and catch them, slide
9 them into the sack, then you have got time for the next papers
10 to run up, you once again lean to the left and catch them and
11 keep up with the mailing machine.

12 TRIAL EXAMINER: Let me direct your attention to the
13 picture for just a moment.

14 This is GC-8, right?

15 MR. SNOW: Yes, sir.

16 TRIAL EXAMINER: In the picture itself, it shows a man
17 leaning to the left but also about a foot or so beyond his
18 hand, it looks like papers kicked out.

19 Is it your testimony that he would have to move down to
20 at least to where that paper is kicked out in order to do that
21 job properly?

22 THE WITNESS: No, sir, no, sir.

23 He would have to move almost to where the paper is kicked
24 out.

25 TRIAL EXAMINER: Well, why wouldn't he have to go to

1 where the paper is kicked out?

2 THE WITNESS: Because, as it is coming up, you have got
3 an area there of, probably, about three and a half feet.

4 TRIAL EXAMINER: Well, looking at this picture, I can
5 see a roller underneath the conveyor belt as it comes up?

6 THE WITNESS: Yes, sir, yes, sir.

7 TRIAL EXAMINER: Where that metal plate is visible there
8 is that still the conveyor belt underneath, beyond that
9 metal plate?

10 You see what I am talking about?

11 THE WITNESS: Yes, sir, I see what you are talking about.

12 TRIAL EXAMINER: Just about where that man's hand is,
13 is that the end of the conveyor belt?

14 THE WITNESS: No, sir, it goes some six inches past
15 that.

16 TRIAL EXAMINER: Towards him, towards the man?

17 THE WITNESS: No, sir, away from him.

18 TRIAL EXAMINER: Maybe my understanding is wrong. It's
19 my understanding that starting to the left where this man is,
20 as shown by GC-8, the conveyor belt is moving those papers
21 up to him, right?

22 THE WITNESS: Yes, sir.

23 TRIAL EXAMINER: The conveyor belt stops where?

24 THE WITNESS: I would say, approximately, three inches
25 past the end of the dark spot in the photo there, which is a

1 metal plate.

2 TRIAL EXAMINER: All right.

3 In other words, the conveyor belt stops about at the
4 end of the incline, is that right?

5 THE WITNESS: Yes, sir, just about.

6 TRIAL EXAMINER: So, he would have to reach to just
7 about where the end of that metal plate is, in order to pull
8 the papers up, is that right?

9 THE WITNESS: Just about, sir.

10 TRIAL EXAMINER: All right.

11 And that's just about where that paper is kicked out?

12 THE WITNESS: A little past that, sir, towards him.

13 TRIAL EXAMINER: Now, has it been your testimony that
14 a man, at any point, would have to go further down on the
15 conveyor belt than that?

16 THE WITNESS: No, sir.

17 TRIAL EXAMINER: All right.

18 MR. SNOW: We re-offer--we offer--

19 TRIAL EXAMINER: For what purpose at this point?

20 MR. SNOW: We offer it as his personal documented ver-
21 sion, so to speak, of the conversation he had in November,
22 on November 18, when he warned Cantrell.

23 TRIAL EXAMINER: Is that going to add anything to his
24 testimony?

25 I don't know the testimony is going to be contravened.

1 What's your privilege, statement, Mr. Blackmon?

2 MR. BLACKMON: Sorry, I wasn't listening.

3 TRIAL EXAMINER: He is re-offering this document, it
4 has been identified as General Counsel's Exhibit 11, the
5 statement--

6 MR. SNOW: His memorandum.

7 TRIAL EXAMINER: Memorandum made November 18th conversa-
8 tion.

9 MR. BLACKMON: Well, I believe--did he state how that
10 was made?

11 TRIAL EXAMINER: I'm not sure he didn't particularize it
12 but I-- My question is: What's the purpose of it, at this
13 time, since his witness has testified to it as a fact.

14 Is this going to add to it or what?

15 MR. SNOW: No, just shows he made the record of it, at
16 the time.

17 MR. BLACKMON: Are you trying to discredit the testimony
18 that he's just made?

19 TRIAL EXAMINER: That doesn't help.

20 Just what does that add to it, I don't see that it adds
21 anything to it, at that point.

22 MR. SNOW: He testified as to the contents of the memo.

23 TRIAL EXAMINER: Well, I am trying to see if I can keep
24 too much from coming in here, you know, I don't want to take
25 every piece of paper just because he made it. Tell me how.

1 it adds to it and I will be glad to take it in.

2 MR. SNOW: It would be just like him reading it. It
3 can't add anything to his testimony--

4 TRIAL EXAMINER: He testified to the event, and there
5 is nothing that adds to the facts so let's leave it alone,
6 all right?

7 MR. SNOW: OK, I will withdraw it.

8 TRIAL EXAMINER: I can see the feasibility of introduc-
9 ing it, if the testimony is contravened at a later date,
10 then, you might want to reoffer it, but I don't see any
11 particular relevance to having it at this point.

12 MR. SNOW: All right, sir.

13 I pass the witness.

14 TRIAL EXAMINER: Mr. Blackmon, before you begin, let
15 me see if I can get some things straightened away here.

16 I am not sure I have these pictures properly identified.

17 In fact there seems to have been some confusion here.

18 Let's go off the record for a moment and see if we have
19 them all identified.

20 (A short recess was taken.)

21 TRIAL EXAMINER: On the record.

22 Mr. Blackmon?

23 CROSS EXAMINATION

24 Q (By Mr. Blackmon) Now, Mr. Colston, you demonstrated
25 the operation of this position on the machine, that is in the

1 picture here?

2 A Yes, sir.

3 Q This position is called what?

4 A The labeler.

5 Q The labeler?

6 A Yes, sir.

7 Q That's the one that stands at the table and reaches
8 down and pulls off the papers?

9 A Yes, sir.

10 Q And is the table, a length of the table, about the same
11 length as the table here?

12 A I would think it is, approximately, maybe six inches
13 longer.

14 TRIAL EXAMINER: What's that table, about 30 inches
15 long?

16 THE WITNESS: Yes, I would think it is, probably, six
17 inches longer.

18 TRIAL EXAMINER: Which makes the table how long, because
19 I can't tell from here--

20 THE WITNESS: I would judge maybe 36, maybe 40 inches
21 long, sir.

22 TRIAL EXAMINER: The table--let's be sure of which table,
23 now, so it won't have to be conclusionary.

24 In other words, the table at which the labeler operates
25 is between 36 and 40 inches long, is that correct, sir?

1 THE WITNESS: I would say so, yes.

2 Q (By Mr. Blackmon) Now, in identifying this picture, you
3 see his foot here, it's out here with the sack, and this is
4 the end of the table here with the post.

5 Mr. Trial Examiner, this is GC-8.

6 TRIAL EXAMINER: Yes.

7 Q (By Mr. Blackmon) The man is standing there with his
8 hand at the end of the table, is he not?

9 A Yes, sir.

10 Q And he is reaching, just leaning and his foot is on the
11 right side of the table, outside the post and he is leaning,
12 and reaching with his hand like this, bringing them in, is
13 that correct?

14 A Would you ask that question again, sir?

15 Q This man, I believe that's Mr. Langston, is it not?

16 A I think so, sir.

17 Q Has his hand on the table like this. This is the
18 machine, the tying machine. Now, he is reaching out with
19 his hand, he is just slightly leaning and reaching out with
20 his hand to pull in the papers, is that right?

21 A That's all I ever told anyone to do, is just take one
22 step to the left, and that's what you've got right here.

23 Q Well, how he taking one step left, if he has his right
24 foot on the outside of the table here. How is he taking one
25 step left, you mean shifting the weight?

1 A May I show you, sir?

2 Q Sure.

3 A If you have got your foot here and you are standing here
4 dragging papers this way, and you are plumb up on the table,
5 well, then, you haven't got time to label a sack and put it
6 in here. If you are standing here with your right foot,
7 right where we are talking about, here at the end of the
8 table.

9 So, if he doesn't take one step, it doesn't make any
10 difference how he takes the step, just as long as that step
11 comes in; and that's exactly what we have got here, he has
12 taken one step to the left and then he has reached down,
13 irregardless--

14 Q Now, if he's standing--if he can't work off this end of
15 the table, if he was here like this, can he reach here like
16 this without moving, unless he puts his feet together like
17 this--do you require them to keep their feet together in
18 soldier style?

19 A No, sir.

20 But, we'll go back--

21 TRIAL EXAMINER: Gentlemen, excuse me, for a moment.

22 I don't think the examination at this point is going
23 to help too much, to someone who is reading a cold record.
24 You are saying this and that and you are referring to what
25 you are doing here.

1 I can appreciate--I can see what you are doing and I can
2 appreciate it, but for the purpose of the person reading the
3 record after me, I don't think it helps too much.

4 I think if we refer to this picture, GC-8, it may help
5 some more.

6 Q (By Mr. Blackmon) Is this man operating correctly as you
7 authorized, here in GC-8?

8 A I would say he is operating satisfactorily.

9 Q He is standing with his right foot on this side of the
10 table, where he operates from?

11 A Taking one step to the left, sir.

12 Q That's what I don't see, how he is taking one step to
13 the left, he is standing there leaning to the left.

14 What do you mean by one step, shifting his weight?

15 A Well, maybe I am phrasing it wrong. I wouldn't--I don't
16 really understand what you are saying.

17 I am going to ask you one more time, because I am not
18 too sure I understand what you mean.

19 TRIAL EXAMINER: Let me see if I can cut across this.
20 Maybe we can satisfy both of you men.

21 Men usually stand ^{within} five or six inches of one
22 another.

23 MR. BLACKMON: Right.

24 TRIAL EXAMINER: I think, possibly, what the witness is
25 testifying to is that in order to reach to the left, the feet

1 have to be further apart than five or six inches. The left
2 leg may have to be a distance of two feet further to the
3 left, in order to reach--the left hand to reach out far
4 enough.

5 Now, whether a man wants to stand with his feet two feet
6 apart, or whether he wants to shift the one foot that distance,
7 I think is at the point which we are, is that right?

8 THE WITNESS: That's right, sir.

9 TRIAL EXAMINER: You both agree to what the problem is?

10 MR. SNOW: Right.

11 MR. BLACKMON: All I want him to testify to, or acknow-
12 ledge on cross examination, is the picture GC-8, is it the
13 proper method, and all he requires as far as the reach is
14 concerned on the papers.

15 THE WITNESS: I testified that it was satisfactory, yes,
16 sir.

17 TRIAL EXAMINER: I don't want to keep interrupting you,
18 Mr. Blackmon, but this is sort of an odd thing we are getting
19 into, and I want to call your attention to one thing I asked
20 the witness earlier; and that is whether the person would
21 not have to reach to the end of that blacklike metal object.
22 If that is so, then, it would appear that what this person
23 is doing in the picture here, unless he leaned very far to
24 his left, his reach wouldn't go that extra foot or so.

25 MR. BLACKMON: As he stated here with me, this picture

1 shows exactly where he has to reach, and not at the end of
2 the black space there, because the belt comes up higher than
3 that.

4 TRIAL EXAMINER: That was the question I had asked
5 earlier and I wanted to resolve the question.

6 MR. BLACKMON: That's right.

7 That's why I looked at this picture here and saw that
8 that's exactly the way he said for them to operate it, and
9 they took the picture along that line and the man is not
10 taking a step, I mean, he is leaning with his feet apart,
11 and he is reaching, reaching to that point and he is one of
12 the shorter men.

13 THE WITNESS: As you can see by the picture the man's
14 hand has not gone into the break in the papers. You have
15 got to go--the right hand of the angle iron, which we have
16 there holds the papers upon the table, is not the end of
17 the conveyor, and as you can see his hand has not gone into
18 the break in the paper; so he is moving down even further
19 to catch it.

20 Q (By Mr. Blackmon) Now, when I first asked you about this
21 you said, "This is right?"

22 A I said that's satisfactory. His hand has not gone into
23 the break of the paper and by the time his hand goes into the
24 break of the papers he will be right along here.

25 Q Did you not state that that was the distance he had to

1 reach?

2 A His hand goes into the break of the paper.

3 Q Now, Mr. Colston, when did you first tell Mr. Cantrell
4 to perform this operation in the manner that you prescribed?

5 A In July, July 30th, 1968, in a meeting with all members
6 of Dallas Mailers Union, in attendance, but two men and they
7 were on vacation.

8 Q Was that procedure followed by all of the employees?

9 A No, I have since instructed some more.

10 Q Did you say that you instructed Mr. Cantrell in November,
11 as to the method he was to use?

12 A Yes, sir.

13 Q In scooping up the papers?

14 A Yes, sir.

15 Q And what did you tell him?

16 A I told him in attendance with Roland Reneau, Farris
17 Mims; Roland Reneau being the chapel chairman, Farris Mims
18 being the assistant foreman, that he would have to step down,
19 take one step left to the end of the table, catch the papers
20 and pull them into the sack and he informed me--and once
21 again, I will repeat the words, "I can get the fucking papers
22 from here, I don't have to step down."

23 Q Did you tell him that you wanted him to walk down the
24 conveyor belt and shove the papers in?

25 A Walk down the conveyor belt?

1 Q Yeah, walk down the conveyor belt.

2 A No, sir, I did not.

3 Q You didn't tell him that?

4 A No, sir. I did not.

5 Q And that is your statement on that?

6 A Yes, sir, I'll swear to it.

7 Q Now, you were the foreman in December, this was in
8 November, you were also foreman in December, were you not?

9 A Of '68?

10 Q '68.

11 A Yes, sir. Yes, sir.

12 Q Mr. Colston, were you there on the night, setting across
13 this table operation, when a Mr. Perth Campbell and Mr.
14 Gene--another person named Gene--actually set on a stool
15 at this position here and shoved the papers in?

16 A I wouldn't swear that I was, sir, no I wouldn't swear.

17 Q I don't blame you, but were you there, did you see them?

18 A Once again I tell you, I can't swear to it, because I
19 could have possibly been off. If you are asking me if I
20 would swear that I seen it--

21 Q Yeah.

22 A --well, I won't.

23 Q You won't swear that you were across the table watching?
24 You won't swear to that?

25 A Rephrase that.

1 Q You won't swear to the fact that you were there during
2 a night in December when Perth Campbell and Gene--another
3 boy named Gene--operated this position, when they alternated
4 it, and they were in front of Cantrell and each one of them
5 sat on a stool to operate this position?

6 A I might dense, but I don't really follow what you are
7 wanting me to swear to.

8 Q I just want you to tell the truth.

9 A I am, please, believe me.

10 TRIAL EXAMINER: I think the question, basically, if
11 you don't understand the question, is whether you were there
12 on the night when they operated that position in that manner?

13 THE WITNESS: I could have possibly been, but I didn't
14 see them, and I will swear to that, that I didn't see them.

15 Q (By Mr. Blackmon) Will you state whether or not you
16 told them not to operate it in that manner?

17 A I don't recall telling them.

18 Q All right.

19 Now, in February you told Cantrell again, that he had
20 to walk down the conveyor belt to shove in the papers, did
21 you not?

22 A Rephrase that one more time.

23 Q In February did you tell Cantrell, did you give him
24 a direct order to walk down the conveyor belt and shove in
25 the papers?

1 A No, sir, I ordered him to step down to the end of the
2 table and catch them, and he made a show the rest of the night
3 of running up and down the conveyor, that happened, yes, sir.

4 Q You didn't tell him to walk down the conveyor belt and
5 shove in the papers?

6 A No, sir, I did not order him to.

7 Q After you told him in November to do it in the method
8 you said, did he follow that method?

9 A For a while, yes.

10 Q For how long?

11 A I couldn't swear it was one day, two days it--for a
12 while, and then he began to gradually stand right at the end
13 of the table, scoop the papers in and begin to have to stop
14 the machine and lose production.

15 Q Mr. Colston, do you have the right of hire and fire of
16 Mr. Cantrell?

17 A That is defined in Section 8 of the contract, sir.

18 Q Now, if Mr. Cantrell wasn't carrying out your orders,
19 why didn't you fire him?

20 A You know people are funny.

21 Q I realize that.

22 A You know, sometimes you can talk to a guy and you can get
23 him to see your way. And then other times maybe a letter
24 will help. And I preferred to try the letter, you come out
25 a lot better off if you can get people to do the work your way

1 than you can by just walking up and firing a man and I would
2 rather it be done my way.

3 Q You mean, if he is not obeying your order, direct order,
4 as you call it, then you don't want to fire him, you want
5 to aggravate him or what?

6 A No, sir. I never attempted to. As I stated before, I
7 think sometimes by talking to a man, either talking to him
8 in person or by, I should say by himself, or talking to him
9 with the chapel chairman, sometimes you can get him to see
10 your way and why fire a man when you can change his mind and
11 get him to see your way, why fire a man.

12 Q Did you ever talk to Cantrell very much?

13 A I have over a term of 11 years, 12 years, yes, sir.

14 Q Have you talked to him since the November incident?

15 A Yes, sir. Yes, sir.

16 Q Frequently?

17 A No more than to direct the work.

18 Q No more than to direct the work.

19 A Right.

20 Q And only twice did you have to tell him during this
21 time, in November and in February, how to do this work?

22 A This particular job, yes, sir.

23 Q Did you ever get after him about any other jobs?

24 A Yes, sir.

25 Q Which ones, which position?

1 A Which one do you want to take?

2 I can think of probably five more places: Feeding,
3 operating, labeling, pulling sacks, hanging sacks.

4 Q Did you get after the other employees in all of those
5 positions?

6 A I have at one time or another, yes, sir. This is my
7 job. If the job isn't being handled right it is my responsi-
8 bility.

9 Q And in your opinion is Mr. Cantrell as good a worker as
10 any of the other 15 employees?

11 A He could be, he could be, but he is not, no, sir.

12 Q Why isn't he, you say he is not?

13 A Well, I don't really have the answer to that, sir.

14 Q It's not because you told him to walk down different,
15 than you told anyone else?

16 A Like I say, I don't have the answer.

17 Q Now, Mr. Colston, you are under oath, we are going to
18 have at least four other people testify, that were there--

19 MR. SNOW: Mr. Trial Examiner, I realize Mr. Blackmon
20 has this man on cross examination, but as to informing him
21 he is under oath, he's argumentative, telling him what
22 testimony he's going to have and trying to badger the witness,
23 we'll have to object to this type of questioning, or line
24 of questioning. Mr. Colston, was reminded by the Trial
25 Examiner that he was under oath.

1 I think this line of questioning is a little bit out of
2 line.

3 TRIAL EXAMINER: I don't think it is necessary to keep
4 informing him of that fact.

5 MR. BLACKMON: Well, as long as he knows of it.

6 TRIAL EXAMINER: I think he has been advised of it,
7 Mr. Blackmon.

8 Q (By Mr. Blackmon) Did you ever tell Mr. Wayne Wright to
9 walk down and scoop in the papers?

10 A You keep referring to walk down--

11 Q That's exactly right.

12 A --I never told anyone, and as I said in my testimony,
13 by affidavit, as I have said on this stand I told the truth
14 then and I'll tell the truth now. I was under oath then and
15 I am under oath now, and I will still tell the truth.

16 I never told a man to walk down a conveyor. I said,
17 "Take one step down there, catch those papers at the end of
18 the table."

19 I told Wayne Wright on the night of February 27, some
20 20 minutes before he handed me the charges that Cantrell
21 had drawn up, I should say a copy of the charges.

22 Q Did you suspect that charges would be coming up?

23 A Well, I don't really know why they should. It's my
24 duty to correct the work and I had instructed them, as my
25 supervisor and I had talked over, back in July, and I was just

1 repeating the order in February, and November and February
2 19th, I believe the date was, again to Wayne Wright on
3 February the 27th, I'm just repeating the same order.

4 Q Is Cantrell the only one you threatened to fire, if they
5 didn't carry out your orders?

6 A No, sir. No, sir.

7 Q Who else did you threaten to fire?

8 A I mailed a letter to Roland Reneau for the press had
9 broken down, he came to me and asked me how long the press
10 was going to be down, and I said, "It might be down 10
11 minutes, it might be down 30 minutes, it might be down an
12 hour, I don't have any idea, but don't leave the building."

13 He got in his car and left the premises and I sent him
14 a warning letter, yes, sir. I sent one--

15 Q But you didn't threaten to fire him because of the
16 operation in the mailroom?

17 A It's still--I threatened to discharge him for violation
18 of the office rules which are a part of the operation, yes,
19 sir.

20 Q Did the management, your boss ever tell you to order
21 Cantrell to walk down the conveyor belt to scoop up the
22 papers?

23 A . No, sir. As I stated before I had a meeting with my
24 supervisor, we discussed the method of operation that we
25 thought would be the best solution to our problem, as to how

1 to have the three men work, if you can call that an order,
2 it was between the two of us as to how to decide to make
3 this operation work.

4 I have run the mailroom, my boss doesn't come out and
5 tell me to fire him, him, and him. He runs the front office.

6 Q And was Mr. Cantrell subordinate all during this time,
7 from November up through February?

8 A How do you mean, sir?

9 Do you mean every day or do you mean--

10 Q Not carrying out your orders, the way you said go down
11 and shove in the papers?

12 A Not every day, no, sir, not every day.

13 Q What methods are you using now, as far as the operation
14 of this labeling position?

15 A The same operation we have always used, the same opera-
16 tion.

17 Q And they're operating on the same basis as they always
18 did, as of now?

19 A How do you mean, sir?

20 Q Mean even after the incident, after the charges were
21 filed, they are all still operating under the same basis as
22 they were before?

23 A Do you mean the machines are still operating in the same
24 way?

25 Q No, in the operation of this one place here?

1 A Do you mean we still have three men?

2 Q The labeling position, that's all I want to know is about
3 the labeling position.

4 A I don't understand what you are talking about.

5 Q I am talking about the labeling position, at this one
6 spot.

7 A If you are asking me, does the man still have to step
8 down and does the guy pulling sacks still pull sacks, the
9 man hanging sacks, still hangs sacks, is that what you are
10 asking me?

11 Q No, I'm asking you if the man in the labeling position,
12 he's not pulling sacks, he's not stacking sacks, he is the
13 one that reaches down and scoops up the papers off the con-
14 veyor belt?

15 A Yes, sir.

16 Q Is that position being performed now as you prescribed
17 back in July of '68?

18 A Yes, sir. Yes, sir.

19 Q By everyone?

20 A Yes, sir.

21 Q And you did not order anyone else to walk down the
22 conveyor belt, under the threat of being fired?

23 A You're using the word "Anyone else," and I'll go back
24 once again.

25 MR. SNOW: Mr. Trial Examiner, he has answered this

1 same question several times, this is cumulative and argumenta-
2 tive, but he has answered that same specific question two,
3 or three other occasions.

4 TRIAL EXAMINER: Mr. Blackmon, I think he has.

5 MR. BLACKMON: Well, we will have to get someone else to
6 answer then.

7 That's all the questions I have.

8 TRIAL EXAMINER: Do you have any, Mr. Snow?

9 MR. SNOW: No further questions.

10 TRIAL EXAMINER: I have a few questions of you.

11 According to the complaint your membership was terminated
12 in the organization by letter, is that correct?

13 THE WITNESS: Yes, sir.

14 TRIAL EXAMINER: As a result of that termination, what
15 affect--exactly what was terminated of you. You weren't
16 fined?

17 THE WITNESS: No, sir.

18 TRIAL EXAMINER: What rights did you have as a union
19 member, when you were terminated at that point?

20 THE WITNESS: In the newspaper business, I'll speak
21 of the International Mailers Union, we have what is known
22 as a travel card. I left Shreveport, Louisiana, Shreveport
23 Times, where I served my apprenticeship and received my
24 journeyman's card there and I took a traveler and came to
25 Dallas. I deposited my card or my traveler, and with a paid

1 A Do you mean we still have three men?

2 Q The labeling position, that's all I want to know is about
3 the labeling position.

4 A I don't understand what you are talking about.

5 Q I am talking about the labeling position, at this one
6 spot.

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8 down and does the guy pulling sacks still pull sacks, the
9 man hanging sacks, still hangs sacks, is that what you are
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12 he's not pulling sacks, he's not stacking sacks, he is the
13 one that reaches down and scoops up the papers off the con-
14 veyor belt?

15 A Yes, sir.

16 Q Is that position being performed now as you prescribed
17 back in July of '68?

18 A Yes, sir. Yes, sir.

19 Q By everyone?

20 A Yes, sir.

21 Q And you did not order anyone else to walk down the
22 conveyor belt, under the threat of being fired?

23 A . You're using the word "Anyone else," and I'll go back
24 once again.

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2 tive, but he has answered that same specific question two,
3 or three other occasions.

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6 answer then.

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12 in the organization by letter, is that correct?

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19 member, when you were terminated at that point?

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21 of the International Mailers Union, we have what is known
22 as a travel card. I left Shreveport, Louisiana, Shreveport
23 Times, where I served my apprenticeship and received my
24 journeyman's card there and I took a traveler and came to
25 Dallas. I deposited my card or my traveler, and with a paid

1 up card I'm able to work, if there's a five day situation,
2 which there was, at this time, I'm allowed to come in,
3 establish my competency and hold a regular job, or if there's
4 no regular job open, I'm able to go in and work the sub
5 board, as they call it, I can work, maybe one day, two days,
6 maybe five, six, seven, eight days a week.

7 Also we have life insurance in the IMU, and I'm thinking
8 two thousand dollars on the member, a thousand on your wife,
9 and five hundred on your children.

10 TRIAL EXAMINER: Who pays for that?

11 THE WITNESS: You do.

12 TRIAL EXAMINER: You mean, that comes out of your dues?

13 THE WITNESS: Yes, sir.

14 TRIAL EXAMINER: Any contribution from the union on that
15 life insurance?

16 THE WITNESS: From the Local union?

17 TRIAL EXAMINER: That's right, or from the International?

18 THE WITNESS: I am not familiar enough with it to know
19 if the International contributes any to it.

20 TRIAL EXAMINER: Is that insurance policy at the same
21 rate you can purchase it outside the union?

22 THE WITNESS: If my memory serves me right, it's a
23 little cheaper.

24 TRIAL EXAMINER: Are there any other rights taken away
25 from you by termination?

1 THE WITNESS: Not that I can think of, sir.

2 TRIAL EXAMINER: As far as the General Counsel is con-
3 cerned, if a violation were to be found, what rights would
4 you be asking to be reinstated for this individual?

5 MR. SNOW: His membership in the International, which ,
6 as he testified this morning, automatically terminated his
7 membership in the Local and as a remedy we would request
8 reinstatement, full reinstatement and him pay his dues.

9 He would have the benefit of this group insurance policy--

10 TRIAL EXAMINER: That's a life insurance policy, is
11 that right?

12 MR. SNOW: Yes, sir.

13 TRIAL EXAMINER: That's not a health insurance policy?

14 MR. SNOW: I don't know, sir, but they do participate,
15 and as I understand it, as a group, the Dallas Mailers Local,
16 is that correct?

17 THE WITNESS: Yes, sir.

18 MR. SNOW: Where it's not just individuals, it's a group.

19 TRIAL EXAMINER: One of the questions I have before me,
20 I think in this case, is if I were to find a violation, what
21 has been violated, what has occurred to this individual, to
22 inhibit him in his exercise as a foreman?

23 MR. SNOW: He has lost, as you say, his traveler's card,
24 which he had prior to June 27, which would enable him to
25 work in other states and other places, that are not exactly

1 right-to-work states, like Texas.

2 For him to lose that card if he wants to go to another
3 state he would be unable to work, because he would have to
4 make original application, he would also lose the insurance
5 benefits.

6 TRIAL EXAMINER: Those are the only two things that are
7 really--could be remedied if a violation is found, is that
8 right?

9 MR. SNOW: Yes, sir.

10 TRIAL EXAMINER: Are there any other questions, gentlemen?

11 MR. SNOW: No, sir.

12 MR. BLACKMON: No.

13 TRIAL EXAMINER: Thank you.

14 (Witness excused.)

15 MR. SNOW: I would like to call Mr. Munson.

16 TRIAL EXAMINER: Mr. Munson.

17 Raise your right hand, please.

18 Whereupon,

19 PAUL W. MUNSON

20 was called as a witness by and on behalf of the National Labor
21 Relations Board and, having been first duly sworn, was
22 examined and testified as follows:

23 TRIAL EXAMINER: Be seated, and give your full name and
24 address, please.

25 THE WITNESS: Paul W. Munson, 2635 Shagrock Lane, Dallas,

1 Texas.

2 DIRECT EXAMINATION

3 Q (By Mr. Snow) By whom are you employed?

4 A Dow Jones and Company, Incorporated.

5 Q Where?

6 A In Dallas, Texas.

7 Q What is your official title?

8 A Production manager.

9 Q And that is at the Dallas facility?

10 A The Southwest Division, right.

11 Q In the performance of your job as production manager,
12 does--is Mr. Colston on your staff?

13 A Yes.

14 Q Have you ever had occasion to discuss his work with him?

15 A Many times.

16 Q Did the two of you get together, after these automatic
17 kickers were installed on the mailing machines?

18 A Yes, we did and--

19 Q Tell us about it, please?

20 A --and one of the things that Leon determined was that
21 the table should be lengthened somewhat and I forget how much
22 we lengthened it, I think we lengthened it on both ends and
23 then in trial runs, with the lengthened table, it was deter-
24 mined, in order to properly keep up with the work; the man
25 would have to step down and reach down and pull them in. And

1 in discussing it with him we decided that he should get all
2 the men together and instruct them on how we wanted it done.

3 Q To your knowledge was this done?

4 A Yes.

5 Q Did you see Mr. Colston give these instructions to the
6 mailers?

7 A No, I didn't.

8 Q You have a coffee place, or dining room, or something
9 out there at the plant facility?

10 A Yes, we have a lunchroom.

11 Q Have you ever had occasion to discuss this particular
12 operation, step down with anyone, besides Colston?

13 A On one occasion I was in the coffee shop talking with
14 Perth Campbell--

15 Q And who is that?

16 A He is an employee in the mail room.

17 Q In the mail room. And is he a journeyman mailer?

18 A He is a journeyman mailer. And I forget the problem, he
19 was talking about something, but Mr. Wayne Wright sat down
20 and talked to both he and I and this was in the latter part
21 of July 1968, shortly after we had installed the kicker and
22 Wayne complained to me that the foreman was picking on him;
23 that he had instructed him twice that he had to take a step
24 down to get those papers, which was just sort of a passing
25 complaint.

1 Q Was that about all of the conversation?

2 A Other than what Perth and I were talking about.

3 Q Did Mr. Colston bring any, or refer any union charges
4 that had been filed against him to you?

5 A Yes.

6 Q And what action did you take?

7 A I called Joseph Barletta and discussed it and sent him
8 copies of the charges.

9 Q As production manager, do you know of your own knowledge
10 whether or not a meeting of the joint standing committee was
11 requested by the company?

12 A Yes, I sent a telegram to the, I think it was the
13 president of the union, International, requesting a joint
14 standing meeting on the matter.

15 Q Was this the contractual procedure in such instances?

16 A It is, yes.

17 Q That is the normal route that you go?

18 A Right, as spelled out in the contract.

19 Q Did you receive a reply to that request for the meeting
20 of the joint standing committee?

21 A No, I haven't.

22 Q Have you up until this time received a reply?

23 A . No, I haven't.

24 Q Do you know approximately when this request was made,
25 by telegram?

1 A I imagine it was somewhere around April or May, I am
2 not sure.

3 Q I will show you joint Exhibit 11 and ask you if that is
4 a confirmed copy of the telegram you sent?

5 A Yes, it was sent in April.

6 Q All right, sir.

7 Have you in the performance of your job, have you had
8 occasion to meet with the union representatives?

9 A Yes.

10 Q On what occasions, what matters?

11 A On almost all occasions, negotiations, joint standing
12 committee meetings, grievance meetings.

13 Q Of meetings on grievances, you say?

14 A Right.

15 Q Was anything ever mentioned at these meetings about Mr.
15 Colston?

17 A I would say at almost every meeting.

18 Q Who did you meet with?

19 A Any number of people, usually it would be Wayne Wright
20 and some other committee member, I can remember only on a
21 couple of occasions, in August and again in November of last
22 year, both occasions Wayne expressed the fact, the problems
23 we were having in the mail room were all--

24 Q What do you mean problems?

25 A Well, for sometime since Leon became an assistant and

1 then again continuing on when he became a foreman we have had
2 quite a number of problems.

3 Q Like what?

4 A The problem that Leon testified to where a man wouldn't
5 do the work properly. He has to speak to a number of people,
6 because they were either doing the work improperly, or in
7 a manner that would stop the machine or jam the machine, or
8 just slow down production.

9 Q All right.

10 What did he say to you with regard to Colston?

11 A Expressed the opinion that the problem was with Colston.
12 If we would get rid of Colston we would also get rid of the
13 problem.

14 Q What can you remember about what he said?

15 A I don't remember the exact words. Something to the
16 effect that the problem in the room was due to the actions of
17 the foreman and we knew how to correct the problem.

18 Q Colston?

19 A Right.

20 Q Did he ever tell you that if you got rid of him your
21 mail room would run smoother?

22 A I've heard that on a number of occasions, yes.

23 Q . And this would come up at the various union meetings
24 between you and the union for negotiations, or grievances?

25 A Yes, right.

1 Q Did this happen on numerous occasions or infrequently,
2 or just about every time you got together?

3 A Just about every time we got together would be various
4 attacks directed at the foreman, his character and his way
5 of doing the work.

6 MR. SNOW: I pass the witness.

7 CROSS EXAMINATION

8 Q (By Mr. Blackmon) Mr. Munson, I believe you testified
9 in regard to the procedure, joint standing committee, and
10 you stated you sent a wire to President Hosier for a joint
11 standing committee meeting?

12 A Yes, I did.

13 Q You did.

14 I believe in Section 9 covers the joint standing committee
15 and there is three steps involved.

16 Do you recall what those three steps are?

17 A Under normal conditions there are three steps, yes.

18 Q Under normal conditions?

19 A Right.

20 Q Does this provide for any abnormal conditions in the
21 contract, as to the procedure to follow?

22 A No.

23 Q Right.

24 So we are still talking about normal conditions.

25 What is the first step under normal conditions?

1 A If an employee has a grievance, he would go to the
2 chapel chairman, who would go to the foreman.

3 Q Right.

4 A That would be considered step one.

5 Q What is step two?

6 A The president of the union would come to me.

7 Q And what's the next step?

8 A The joint standing committee.

9 Q The joint standing committee.

10 Who is on the joint standing committee?

11 A Two members from the union and two members from manage-
12 ment.

13 Q That's two members from the Local union and two members
14 from Local management, is that right?

15 A Yes.

16 Q So actually the International Mailers Union has nothing
17 to do with this, is that correct?

18 A I don't know, perhaps they do or don't.

19 Q Well, in all this procedure you said you sent a telegram
20 to the president of the International, for a joint standing
21 committee meeting.

22 Why didn't you follow the contract procedures?

23 A Because they had already bypassed the procedures.

24 Q Bypassed what?

25 A They had already taken action against our foreman.

1 Q Well, you had no grievance until the action was taken.

2 A Well, then, I couldn't follow the procedure, until they
3 took the action, could I?

4 Q No, but you couldn't take the action until the event
5 occurred.

6 MR. BLACKMON: I have no further questions.

7 TRIAL EXAMINER: Are you through Mr. Snow?

8 REDIRECT EXAMINATION

9 Q (By Mr. Snow) On this Exhibit, this telegram, that you
10 identified a moment ago, do you know who all you sent copies
11 of that to?

12 A I didn't read that part, when I was looking at it.
13 I think I sent copies to the Local union also.

14 MR. SNOW: That's all.

15 MR. BLACKMON: Nothing.

16 TRIAL EXAMINER: All right.

17 Thank you.

18 (Witness excused.)

19 TRIAL EXAMINER: Let's take a very short recess.

20 A quarter of by that clock, all right?

21 (A short recess was taken.)

22 TRIAL EXAMINER: On the record.

23 In an off the record discussion I asked several of the
24 parties to help me clear up, in my own mind, the positions
25 of management and in general counsel's No. 5, the overhead

1 photograph.

2 It's my understanding from what they said, and by looking
3 at the picture that there is one man who takes the papers
4 from the conveyor belt and stacks them. He does not actually
5 work on the mailing machine, but he is part of the overall
6 crew and it is part of the rotation, so there are actually
7 six men who rotate to the various positions, five being on
8 the machine and the sixth position being stacking, is that
9 correct gentlemen?

10 (No response.)

11 TRIAL EXAMINER: I take it by the nods of heads that's
12 correct.

13 MR. SNOW: Yes, sir.

14 MR. BLACKMON: Right.

15 TRIAL EXAMINER: All right, Mr. Snow.

16 MR. SNOW: I would like to call Mr. Barletta, please.

17 TRIAL EXAMINER: All right.

18 Whereupon,

19 JOSEPH F. BARLETTA

20 was called as a witness by and on behalf of the National
21 Labor Relations Board and, having been first duly sworn, was
22 examined and testified as follows:

23 TRIAL EXAMINER: Let's have your name and address, please.

24 THE WITNESS: Joseph F. Barletta, Box 300, Princeton,
25 New Jersey.

DIRECT EXAMINATION

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Q (By Mr. Snow) By whom are you employed?

A Dow Jones.

Q And in what capacity?

A I am an attorney.

Q All right.

And what is your official job?

A I am assistant corporate manager of labor relations.

Q Where do you office?

A My office is in Princeton, New Jersey.

Q How long have you been employed by them?

A Almost four years.

Q In the performance of your duties, what are your duties and responsibilities?

A Well, just generally, handling the administration and negotiation and grievances arising 45 to 50 union contracts that we have around the country.

Q Have you had occasion to work any around this Dallas facility, or plant?

A I have been present at all negotiation meetings, which have occurred in Dallas in the last two or three years and I would say most of the grievance meetings.

Q And that involved Local No. 143?

A Among other unions, yes, Local 143.

Q Were you in on the negotiations for the current contract

1 between Dallas Mailers, 143, and Dow Jones?

2 A Yes, I was.

3 Q Are you familiar with the grievance procedure for the--
4 or that is followed between Dow Jones and the Dallas Mailers
5 Union?

6 A Yes, I am.

7 Q Would you tell us what these steps of this grievance
8 procedure is?

9 A Well, the first step is the chapel chairman and the
10 foreman attempting to resolve it and if they can't the presi-
11 dent of the union takes the matter up with the production
12 manager of the plant. If they are not able to resolve it, we
13 have a joint standing committee meeting with two representa-
14 tives from each side.

15 Q Have you been present at any of these meetings?

16 A I have been present at most of the joint standing
17 committee meetings. I don't think I have been present at all
18 of them.

19 There have been quite a few.

20 Q All right, sir.

21 Who would generally meet on behalf of the union?

22 A On behalf of the union--I should point out that we have
23 on occasions, we have had an informal meeting, rather than
24 a formal joint standing meeting. The union would have Mr.
25 Wayne Wright, president of the Local, and various other members

1 from time to time. Mr. Simmons, Perth Campbell, Roland
2 Reneau, it would vary. On occasion Ralph Valero, the first
3 vice-president of the International, would be there.

4 Now, I can't say for sure if that was only negotiating
5 meetings, or also grievance meetings. And we have even seen
6 Mr. Blackmon once or twice.

7 Q Has Colston, Foreman Colston, ever been mentioned at
8 any of these meetings?

9 A Yes, practically all the meetings, whether they were
10 grievance meetings, or negotiation meetings, Mr. Colston
11 would be mentioned; usually, derogatorily, sometimes with
12 relevance to a particular grievance and oftentimes just in
13 a manner of complaining or grouching, if you will.

14 Q Did anybody ever say anything about getting rid of him?

15 A Yes, there have been implications, I guess, innuendoes,
16 at several meetings, but there are only three specific ones,
17 in my memory that I can honestly say the approach was a
18 little more blunt.

19 We had a meeting in March of 1968, and the meeting was
20 called by us because of physical threats made against the
21 foreman.

22 Q When you say, "Physical threats made against the foreman,"
23 who are you referring to?

24 A I am referring to threats made against Leon Colston by
25 persons unknown, I'll say, that we had reason to believe was

1 coming out of the mail room.

2 Q How did you find out about these threats?

3 A Well, curiously enough, we first heard about it from
4 the composing room, because it was pretty general knowledge
5 throughout the plant and under questioning Leon Colston
6 admitted that he had been getting phone calls in the middle
7 of the night and his wife had been getting abusive calls, his
8 car and truck had been damaged and a few things like that.
9 I don't remember the particulars too much. I recall that
10 he was afraid to go into the locker room alone at that time.

11 Q What occurred at these meetings?

12 A At this meeting we called because of that, we told
13 them--we told the--Wayne Wright was there and I think Jimmy
14 Simmons and I think Roland Reneau, I'm not sure without my
15 minutes.

16 The union sent a special representative in from Denver,
17 named Whatley, I don't know his title, but he came in to
18 participate in the meeting.

19 We told them that we were convinced, on the basis of
20 the complaints that we had heard, that the union wanted us
21 to get rid of a foreman and that we were not going to get
22 rid of him. If necessary, we would get rid of everyone
23 else in the room before him and if there was any violence
24 we would--we implied that we would have to call the police--
25 I don't think we said it, but we said that the union would

1 have to deal with someone other than Dow Jones.

2 That was in March, and in December--should I just go
3 on?

4 Q Yes.

5 A In December of '68, we had a meeting, I think it was
6 December 11th, I'm not sure without consulting notes, and
7 Ralph Valero was there and I referred to the fact that we
8 had a meeting a year prior, in December of 1967, and at that
9 meeting there had been complaints about Colston, who was
10 assistant foreman then.

11 And I reminded Mr. Valero that at that time he had told
12 me that it was natural for the men to resent a former union
13 official becoming a member of management, but the men should
14 get over it in time.

15 And I reminded him that he had told me that a year ago
16 and it was a year later and we were still having trouble in
17 the room; by that I mean production problems, which we felt
18 were due to the general feeling about the foreman, and I said,
19 "We have waited a year and it hasn't gotten any better."
20 Mr. Valero said to me, he admitted to me that it hadn't gotten
21 any better, he didn't think that it would.

22 Unless we would consider making a change and we would
23 consider making a change, the room would run more smoothly.

24 We had a meeting in January of this year, I think it was
25 January 7th, it was the final meeting; it was what we call a

1 paste-up meeting of the negotiations.

2 Q Explain to us what you mean by "Paste-up"?

3 A Well, we were going to finalize the contract. It's a
4 poor word, but we were going to gather all the language
5 together and physically paste-up sections of the contract
6 to get a new contract.

7 It was the culmination of our negotiating, in other words.
8 Wayne Wright was at the meeting and Mr. Valero and Perth
9 Campbell was at the meeting, I believe.

10 And the union, again, and I don't recall who it was,
11 began talking about Colston, which by now was a familiar
12 refrain and I--Mr. Valero said that Colston did not have the
13 respect of the men and that until we got rid of him the room
14 would not run smoothly.

15 Now, at that time, I said I don't want to talk about it.
16 We are here to paste-up this contract, let's not get into it,
17 and on other occasions, and I don't recall the meetings but
18 I have to threaten to walk out of the meetings unless we
19 would get back to whatever we were there for and stop talking
20 about Colston.

21 Another time at another meeting, we were told, I think,
22 by Mr. Valero, but I am not sure, on the union committee,
23 but someone told us that in Louisiana an Employer had made
24 a union official a foreman and had had a lot of trouble with
25 the men and finally had to fire the foreman.

1 It was a subject that came up often and the implication
2 or the stated reason was so long as Colston was there the
3 men would not accept him and we would have trouble and the
4 solution was to get rid of him.

5 MR. SNOW: I pass the witness.

6 CROSS EXAMINATION

7 Q (By Mr. Blackmon) Mr. Barletta, you stated that Mr.
8 Valero, I think Mr. Valero should be identified as the first
9 vice-president of the International Mailers Union, had ad-
10 vised you that he thought you would have trouble in the mail
11 room as long as Mr. Colston was foreman.

12 Was that just friendly advice, or was he threatening
13 management?

14 A If I have to choose between the two, I would say friendly
15 advice.

16 I think it was more in the nature of assessing a situation
17 we were faced with, and offering a solution.

18 Q Right.

19 Were there some specific reasons why the negotiating
20 committee, or members, were talking about Colston as to his
21 actions in regard to the contract and so forth?

22 A Are you speaking of a specific meeting or do you mean
23 generally?

24 Q The meeting, I don't know what the date--Tuesday,
25 August the 6th, 1962, I presume, one of the meetings was about

1 that time and when they stated Colston had made unilateral
2 changes by the foreman in selecting men for overtime, when
3 overtime was required?

4 A. Pardon me?

5 Q. The previous practice was to offer to the overtime to the
6 man on priority order. Was anything or coercive about manage-
7 ment in explaining to them what Colston was doing?

8 A. I'm sorry, Mr. Blackmon, I don't have the minutes of
9 that meeting.

10 I did not have reference to a meeting in August. The
11 meetings I spoke of were on other dates.

12 Q. Well, the point is that when the name of Colston came
13 up, it was not because of a general gripe by the union,
14 about Colston, it was the negotiating committee complaining
15 about some act that he had done, is that correct?

16 A. I believe I stated earlier there was discussion about
17 Colston at times where it was a legitimate part of the griev-
18 ance, which had been brought; and, at other times, when it
19 had nothing to do with the purpose of the meeting.

20 I have heard complaints that he dressed better than he
21 used to, after he became foreman.

22 Q. Is that a complaint?

23 A. Yes, in the nature of a complaint. I have heard some
24 pretty ridiculous ones and I have heard some legitimate ones.

25 MR. BLACKMON: I have no further questions.

1 TRIAL EXAMINER: Do you have anything further of this
2 witness, Mr. Snow?

3 MR. SNOW: No, sir.

4 TRIAL EXAMINER: All right. Thank you.

5 (Witness excused.)

6 MR. SNOW: Could I have about a five minute recess?

7 TRIAL EXAMINER: All right.

8 Off the record.

9 (A short recess was taken.)

10 TRIAL EXAMINER: On the record.

11 Mr. Snow?

12 MR. SNOW: Counsel for General Counsel, at this point
13 will rest his Case in chief.

14 TRIAL EXAMINER: All right.

15 MR. BLACKMON: I would like to call as my first witness,
16 Mr. Cantrell.

17 TRIAL EXAMINER: Raise your right hand, please.

18 Whereupon,

19 WELMAR F. CANTRELL

20 was called as a witness by and on behalf of the Respondent
21 and, having been first duly sworn, was examined and testified
22 as follows:

23 TRIAL EXAMINER: All right, be seated and give us your
24 full name and address.

25 THE WITNESS: Welmar F. Cantrell, 2027 Hillburn Drive,

1 Dallas, Texas.

2 DIRECT EXAMINATION

3 Q (By Mr. Blackmon) For whom do you work?

4 A I work for Dow Jones Incorporated.

5 Q How long have you worked for Dow Jones?

6 A I have been employed in the mailing room for the Wall
7 Street Journal, for--going on 22 years and I have been employed
8 by Dow Jones since 1962, in January.

9 Q The earlier part of that was with some other firm?

10 A Ridgway Mailing Service.

11 Q But, they were connected with Dow Jones?

12 A They were the mailing contractor for Dow Jones, yes, sir.

13 Q And you worked in the mailing room?

14 A Yes.

15 Q And you are a journeyman mailer?

16 A Yes, sir.

17 Q You were formerly a foreman?

18 A Yes, 19 years, approximately 18 years.

19 Q Approximately 18 years.

20 Now, Mr. Cantrell, did you draw up and file charges
21 against Mr. Colston?

22 A Yes, I did.

23 Q Was that pursuant to the provisions of the Book of Laws,
24 of the International Mailers Union?

25 A Yes, sir.

1 Q What was the basis of your charges, why did you file the
2 charges?

3 A Because of the continued harrassment that I was going
4 through, while performing my work.

5 Q Specifically what type of harrassment?

6 A Well, there was all kinds; the man standing behind you
7 and staring at you all the time.

8 On one occasion the machine stopped and he charged up
9 from nowhere and he told me that he had told me before not to
10 stop the machine, and I informed him that I didn't even stop
11 the machine, we ran out--we didn't have any papers to mail
12 and the man feeding the machines had stopped it.

13 He didn't bother to find out why the machine was stopped,
14 this type of thing.

15 Q It's been brought out about some type of argument in
16 November of 1968, between you and Mr. Colston, in regard to
17 the method of working at the labeling machine.

18 Would you explain how that happened?

19 A Well, I was normally performing my work there, and there
20 is a lot of detailed things on the operation there, that
21 hasn't been explained such as you have trouble getting your
22 mail bag labels in the bag at times. The buckles are bent
23 and the kicker don't always kick out the markers on the papers
24 and occasionally, if you want to stack the mail right you
25 have got to stop the machine and separate the mail, this, that

1 and the other. And all the time the machine is moving these
2 papers are coming towards you and occasionally you have to
3 stop the machine, and without finding out what any problem
4 was, he charges up and jumps on me for stopping the machine.
5 And I asked him then if he wanted the mail to be stacked right,
6 or did it make any difference.

7 All I wanted him to do was tell me and he wouldn't say.
8 And on three or four occasions, on small routes, the machine
9 would stop. I stopped the machine. And then after I rotated
10 from that position, pulling the mail bags, he came around and
11 summoned me and the chairman off the floor.

12 Q Was that in November?

13 A No that was--in November we had a slight argument, I
14 guess you would say.

15 I protested that I didn't have to walk down--to the end
16 of the table there to the conveyor to get the papers, that I
17 could stand flatfooted and reach the end of the table and he
18 told me he was giving me a direct order to walk down to the
19 end of the table there, to the end of the conveyor and get
20 the papers.

21 Q To walk down?

22 A Yeah.

23 Q Had he given anyone else an order--you had been working
24 there--had he given anyone else an order while working that
25 position, to walk down?

MR. SNOW: Mr. Trial Examiner, I am going to have to

1 object to the leading manner in which Mr. Blackmon is question-
2 ing this witness. He has him on direct, he doesn't have him
3 on cross examination and he continues to lead the witness,
4 and I am going to have to object to his leading the witness.

5 TRIAL EXAMINER: Gentlemen, I trust you realize that in
6 asking leading questions, and I think just after it started
7 and the continuance of leading questions, ⁱⁿ ~~and~~ areas that are
8 vital to the case, do nothing but debilitate the witness.

9 Let's pass on. Did you want to rephrase the question
10 for him?

11 Q (By Mr. Blackmon) Were you told to walk down the--

12 MR. SNOW: He can ask what he was told and by whom.

13 But he is testifying over here and getting the witness to
14 agree with him. In the way that he is phrasing his question.

15 Q (By Mr. Blackmon) While you were working on the labeling
16 table, what were you told as to the operation of that position?

17 A I was told to walk down to the end of the table to the
18 conveyor and pull the papers up, and if I didn't I would be
19 subject to discharge, and I got a letter to that effect at
20 my home.

21 Q Did you reply to that letter?

22 A Yes, I did.

23 Q Do you recall what you said in the letter?

24 MR. SNOW: We have stipulated the letters into the
25 record. They certainly will speak for themselves.

1 TRIAL EXAMINER: Counsel, is there any reason to ask the
2 witness what he has in the letter, when we already have it in?

3 MR. BLACKMON: Not particularly, except for the continuity
4 of the witness. Anything that is going to come up in the case
5 here against Mr. Colston, he objects. I understand that and
6 it doesn't bother me too much. But, I want the witness to
7 testify as to what happened here and to what orders were given.

8 TRIAL EXAMINER: All right.

9 That's what we are asking the witness to do. I don't
10 think we need to ask the witness what he remembers of his
11 answer in the letter. All right?

12 Q (By Mr. Blackmon) Now, when you work at the labeling
13 machine, at the labeling table, you would switch off to other
14 places, right, in rotation?

15 A Yes, every 15 minutes, we move around.

16 Q Now, do you recall any other person working that posi-
17 tion in the manner that you were requested to work it?

18 A No, I observed not only our machine but the other machine,
19 and I did not--

20 Q That's both of these machines in the--

21 A Yes, from this vantage point where we work, at the bagging
22 of the mail there you can see the bagging operation of the
23 other machine. And I observed both machines and there wasn't
24 anyone working as I was directed to do, so I just ignored it
25 and went about the normal routine like we all we work it.

1 Q Did you see anybody else working that position in any
2 other manner at any time?

3 A In December the two men that worked the two positions
4 ahead of me, both sat on stools and bagged the papers.

5 Q Now, you mean the two positions ahead of you, do you
6 mean--

7 A The two men--

8 Q On the same machine?

9 A The two men working the two positions in front of me.

10 Q You mean that alternate?

11 A Yeah. One of them sat on a stool--when I was feeding
12 the machine.

13 Q What man was sitting on the papers, ^{2 A,} one man was sitting
14 on the stool putting the papers in the bags, and then when
15 I rotated to the operator position the man moved up to the
16 bagging; he sat on the stool, and Leon Colston was standing
17 right across the conveyor watching him.

18 And at that time, production manager Paul Neecey, was
19 standing behind the operation. I don't know whether Paul
20 Neecey saw it or not, but I was watching Leon watch the man
21 sit on the stool.

22 Q What men sat on the stool?

23 A Perth Campbell and Gene Gage.

24 This happened on December 4, it was around the 1st of
25 December.

1 Q Were you given any orders at any other time, in regard
2 to the operation of the labeling table?

3 A Yes, again on November, I believe it was--no, February
4 19, again Colston stood over at the desk across the way from
5 our operation there and was observing my work and after I
6 rotated from the bagging to the pulling of the sacks, he came
7 over and shut the operation down and summoned me and the
8 chairman and the assistant to an adjoining room in the circu-
9 lation department. At that time he told me he had told me
10 before, and was telling me his last time that I was going to
11 walk down to the conveyor and pull the papers up or he was
12 going to fire me.

13 And on three consecutive times he said, "Do you under-
14 stand what I mean" and shook his finger at me. And I said,
15 "Yes" and that was the end of the conversation as far as I
16 was concerned and I went back to work.

17 And the remainder of the night I worked that position
18 two or three times. I walked down, not just to the end of
19 the table but another step beyond the end of the table,
20 because he didn't designate any specific place, and when I
21 was performing the duty he didn't come up and say I didn't
22 tell you to walk down that far, he didn't bother to do that
23 either and I continued doing that for that night and I haven't
24 done it since, because no one else is doing it.

25 Q Did anyone else do it that night?

1 A No.

2 Q And then what happened?

3 A You mean on that particular date?

4 Q When did you file charges?

5 A I had discussed it with the union before, and they said,
6 "Well, it wasn't a union matter, it wasn't a contract violation,
7 it wasn't covered by the contract." And they said, "It was
8 just a personal thing between me and him and the only out was,
9 I had the privilege, through the Laws to file charges on him,"
10 which I did.

11 MR. BLACKMON: That's all the questions I have at this
12 time.

13 CROSS EXAMINATION

14 Q (By Mr. Snow) Mr. Cantrell, when was the first time Mr.
15 Colston gave any instructions after the installation of that
16 automatic kicker on the mailing machines?

17 A His instructions?

18 Q Yes.

19 A I don't think the instructions were after, they may have
20 been, he called all the group together and simulated himself,
21 what he wanted done.

22 Q He demonstrated each position?

23 A No, not each position.

24 Q The labeler?

25 A He said you would just have to reach over and pull the

1 papers up, or step over and pull the papers up.

2 Q You heard him say that?

3 A Yeah, I heard him say it.

4 Q And you say you haven't never done this?

5 A Yeah, except that one night. I have never walked down
6 there except that one night.

7 Q Now--

8 A I shift my weight back and forth and pull the papers
9 up all the time whenever the route--on occasions the route
10 won't be--the end of the route won't be that far down the
11 line. So it's useless, you waste your time if you go beyond
12 where the marker is where he has designated a breaking point.
13 You walk down there and walk back, whatever is necessary.

14 Q When he made this statement, that you need to step over
15 to pull these up, he didn't say Cantrell I want you to do it,
16 did he?

17 A I don't know--

18 Q He announced it to the whole group, didn't he?

19 A That's right.

20 Q When was the first time that he told you to walk down,
21 I believe, your words down to the conveyor once, and to the
22 end of the conveyor and pick up these papers?

23 A Down to the end of the table where the conveyor starts.
24 The first time was in November and the second time was in
25 February.

1 Q He told you to what, now, let me hear that again?

2 A Walk down to the end of the table and reach down on the
3 conveyor and pull up the papers.

4 Q Now, that's a little different than saying walking down
5 the conveyor, isn't it?

6 A I didn't say walk down the conveyor, I said, "Walk down
7 to the conveyor."

8 Q Then the table had been estimated at about 40 inches
9 long, the actual table there at the end of the conveyor,
10 about how long do you think it is?

11 A It's approximately three foot.

12 Q Then all you would need to do was to step over to the
13 conveyor, was to take one step, wasn't it, or lean over that
14 way?

15 A No, not if you were standing at the end of the table,
16 where you put the bags in place.

17 Q Well, all it would take would be one step wouldn't it?
18 To get there where you could scoop these up, wouldn't it?

19 A Yeah, I can take one step and get it, but that's not
20 what I was told to do.

21 Q What were you told?

22 A I was told to walk down to the end of the table and
23 reach on the conveyor and pull the papers up.

24 Q Well, walking 36 inches is not a very far walk, is it,
25 Mr. Cantrell?

1 A No, it's not a very far walk.

2 Q And you state that you could handle the job by just
3 shifting your weight, is that right?

4 A That's what I contend, that it wasn't necessary.

5 Q All right.

6 Now, when did he tell you to step back down there again?
7 When did he come back and talk to you again about the way you
8 were performing that one station?

9 A The second time was in February.

10 Q February of 1969?

11 A Yeah.

12 Q Now, you stated on direct testimony that you had not
13 seen anybody else step down over there?

14 A I have not seen anyone perform the work as I was ordered
15 to perform it, no, sir.

16 Q Is it part of your job duties to observe how that particul
17 job is performed by other journeyman mailers?

18 A No, it's not part of my duties as such.

19 Q Well, is it your testimony then, Mr. Cantrell--

20 A It's my testimony, if I feel like I'm being taken advant-
21 age of I'm going to observe and see if anyone else is perform-
22 ing the duties that I was ordered to perform.

23 Q Is it your testimony that nobody else did step down?

24 A No.

25 Q Your testimony is, that you just didn't see anybody?

1 A I haven't seen anyone and everyone I have talked to said
2 that they did not step down.

3 Q Do you watch both machines?

4 A As I was ordered to do.

5 On occasions.

6 Q Which machine do you work on?

7 A I work on No. 1 machine.

8 Q And you rotate all five job positions?

9 A That's right.

10 Six job positions it is.

11 Q I think we have cleared that up.

12 TRIAL EXAMINER: It's six.

13 Q (By Mr. Snow) Now, what--on this November 18th deal tell
14 me what Mr. Colston told you?

15 A On November 18th?

16 Q On November 18th.

17 A He walked up to me and told me to walk down to the end
18 of the table to the conveyor and pull the papers up.

19 Q Did you say anything about it at that time?

20 A I told him it wasn't necessary to walk that far, that
21 I could stand in front of the bagging operation there and
22 reach to the end of the conveyor?

23 MR. SNOW: I believe that's all, sir.

24 TRIAL EXAMINER: Anything further?

25 REDIRECT EXAMINATION

1 Q (By Mr. Blackmon) Mr. Cantrell, did you state that you
2 were ordered to scoop the papers off of the conveyor?

3 A Yes, walk down to where you could reach over on the con-
4 veyor with your hand.

5 Q Reach on the conveyor with the hand and pull the papers?

6 A Walk down to the end of the table and naturally if you
7 were at the end of the table then you can reach several inches
8 on down the conveyor.

9 Q How tall are you?

10 A Six foot two.

11 Q Six foot two.

12 How tall was Mr. Gage, that sat on the stool?

13 A Well, I don't know for sure, I would say he was about
14 five ten or eleven.

15 Q Did you see anyone else scooping up the papers off of the
16 conveyor belt?

17 A No.

18 MR. BLACKMON: That's all.

19 TRIAL EXAMINER: Let me ask you one question.

20 Just to be sure that I understand these things. In
21 your position there at the labeling machine, the most you
22 would have to move would have been one step, wouldn't it?

23 THE WITNESS: One, possibly two. Two steps--

24 TRIAL EXAMINER: Looking at the picture, GC-8, shows
25 the man with one foot towards one end of the table and the

1 other foot leaning towards the other end of the table?

2 THE WITNESS: That's the whole point. That's all that
3 is necessary right there, to perform that work as it should
4 be performed.

5 TRIAL EXAMINER: Let me ask you this question.

6 As you can see, this man's hand is about a foot or more
7 from the end of that table?

8 THE WITNESS: Right.

9 TRIAL EXAMINER: And if he had to reach to where that
10 break is there, where that one paper is sticking out, the
11 first paper, he might have to take a step and move down there,
12 wouldn't he?

13 THE WITNESS: Yeah.

14 TRIAL EXAMINER: Isn't that what you were being asked to
15 do?

16 THE WITNESS: No.

17 TRIAL EXAMINER: What were you being asked to do?

18 THE WITNESS: I was being asked to walk down there, not
19 to reach, or lean and pull.

20 TRIAL EXAMINER: I didn't ask that.

21 I said: Weren't you being asked to take a step so that
22 you could reach that far?"

23 Look at that picture and see if you can see what I mean?

24 Looking toward the end of that picture there is a paper
25 that sticks out just about where the end of that metal plate

1 is?

2 THE WITNESS: Yeah.

3 TRIAL EXAMINER: Wouldn't that be about the most you would
4 be asked to move to, to reach that point and pull the papers
5 up?

6 THE WITNESS: Yeah.

7 TRIAL EXAMINER: Was that what you were being asked to
8 do by Colston?

9 THE WITNESS: Yeah, walk.

10 TRIAL EXAMINER: Pardon?

11 THE WITNESS: Yes, sir.

12 TRIAL EXAMINER: Now, are you any taller than the man
13 standing in the picture?

14 THE WITNESS: Yes, sir.

15 TRIAL EXAMINER: How much taller?

16 THE WITNESS: I would say about five inches, maybe.

17 TRIAL EXAMINER: Your reach is two or three inches
18 longer than his?

19 THE WITNESS: Probably so, sir.

20 TRIAL EXAMINER: Still, that's a foot, and you might
21 have to take that step to reach that far, wouldn't you?

22 THE WITNESS: I can stand where he is standing and reach
23 to the conveyor.

24 TRIAL EXAMINER: You would be kind of lopsided, about
25 ready to fall?

1 THE WITNESS: You have to lean pretty far to the left.

2 TRIAL EXAMINER: But, could you tell me what difference
3 would be to take one step to reach that far, rather than
4 bending double?

5 THE WITNESS: Well, that was my contention, why should
6 I have to step over or walk over as he told me, when I can
7 stand in that position and perform the work.

8 TRIAL EXAMINER: Is walking one step the difference
9 between that and juggling, is that what it comes down to?
10 This is a feud between you two, was involved over moving one
11 foot?

12 THE WITNESS: Yes--no.

13 TRIAL EXAMINER: Gentlemen, this is a sort of a sorry
14 commentary on both of you, isn't it?

15 Now, be that as it may, let's go on.

16 Anything further?

17 MR. BLACKMON: It's my understanding, and he can correct
18 me or you can correct me if I am wrong.

19 He was ordered to reach on the conveyor and scoop up the
20 papers.

21 TRIAL EXAMINER: At that point, the picture I was just
22 showing him, that paper is just at the end of the conveyor,
23 and that is about a foot further than that man's hand right
24 there in that picture, GC-8. That's all it amounts to.

25 THE WITNESS: That is why I contend it was just a

1 continuous harrassment against me, because it was necessary
2 to do as he was ordering me to do the work.

3 TRIAL EXAMINER: All right.

4 Anything further?

5 RECROSS EXAMINATION

6 Q (By Mr. Snow) Mr. Cantrell, you stated you were foreman
7 out there about 18 plus years, is that correct?

8 A Yes, sir.

9 Q Then you know the duties of the foreman?

10 A That's right.

11 Q You know how they are set forth in the contract?

12 A That's right.

13 Q Now, when Colston was made foreman, were you all good
14 friends or was there ill feelings between you?

15 A I never have been--

16 Q There has been ill feelings between you two for years,
17 hasn't there?

18 A I don't know whether it was ill feelings or not, I just
19 never did have a lot to do with the man.

20 Q All right.

21 Did you resent him giving you a direct order, like you
22 said?

23 A Not a reasonable order, no. I respected the job, be-
24 cause I held it for 18 years, I know what the people has got
25 to put up with.

1 Q Now, here a man has given you a direct order, he is the
2 foreman, a position that you had previously occupied; he told
3 you how he wanted it done, now don't you feel that you are
4 obligated to do what the foreman tells you to, or any superior?

5 A Sure, if everyone else was having to do the same thing.

6 MR. SNOW: That's all.

7 MR. BLACKMON: That's all.

8 TRIAL EXAMINER: All right.

(Witness excused.)

9
10 MR. BLACKMON: Call Mr. Wayne Wright, please.

11 TRIAL EXAMINER: Raise your right hand, please.

12 Whereupon,

13 WAYNE O. WRIGHT

14 was called as a witness by and on behalf of the Respondent
15 and, having been first duly sworn, was examined and testified
16 as follows:

17 TRIAL EXAMINER: Be seated, please, and give your full
18 name and address.

19 THE WITNESS: Wayne O. Wright, 1403 Presidio, Dallas,
20 Texas.

21 DIRECT EXAMINATION

22 Q (By Mr. Blackmon) Where do you work, Mr. Wright?

23 A I work at the Wall Street Journal, Dallas, Texas.

24 Q Are you a member of the union?

25 A I am a member of the union.

1 Q Do you hold a position in the union?

2 A I'm the president of the local union.

3 Q What machine do you work on?

4 A I work on machine No. 1.

5 Q Is it the same machine that Mr. Cantrell works on?

6 A It is.

7 Q Were you ever told to walk down the conveyor belt?

8 MR. SNOW: Mr. Trial Examiner, I am going to object to
9 this type of question. He can ask him what he was told, not
10 put the words in his mouth and ask him to agree to it. He
11 is leading the witness. I will have to object to it.

12 Q (By Mr. Blackmon) Mr. Wright, what instructions were you
13 given to the position of the labeling table?

14 A Evidently I wasn't in those present when he gave his
15 so-called instructions.

16 He has told me I would have to reach down, and even marked
17 the spot, just how far I would have to reach and I was already
18 reaching farther than that, before he told me. That instance
19 happened in February, which he said--approximately 20 minutes
20 later I handed him a copy of the charges.

21 Well, it just so happens that the charges were handed
22 to me that day and I presented them to him, during my coffee
23 break, which I don't know whether it was 20 minutes, 30 minutes
24 of what after that incident happened, but it had no bearing
25 on me handing him the charges, because they had been handed me

1 and it was my duty as president of the union to present these
2 charges to the man, who was charged.

3 I did my duty, and I did it, I didn't say anything, I
4 just handed him the charges and he did show me exactly where
5 on the belt he wanted me to reach to. Again, me being a
6 pretty tall fellow and I stand with my feet apart and I don't
7 have to take a step, I can lean and reach down and do the
8 work as it is necessary to do.

9 Q Well, did you follow his instructions and take a step?

10 A I didn't take a step, because he didn't tell me to. He
11 told me to reach that far and I was reaching that far.

12 Q Do you take steps now, or do you reach?

13 A Most of the time I reach, maybe sometimes I will take a
14 step. Normally I just stand there with my feet apart and
15 lean over and get the papers.

16 Q Now, Mr. Wright, as president of the union, does the
17 union make any approval or review of any articles written by
18 any member of the local unit here to the International Mailer?

19 A I, as president of the local union, do not see the articles
20 written to the International Mailers Union, to be publicized
21 in the Mailer. When I see them everybody else sees them,
22 when the articles are published and they come out in the Mailer
23 around the 10th of each month.

24 Q Then you say there is no approval by the local unit of
25 that article?

1 A No. How could I approve an article if I didn't see it?

2 Q Now, Mr. Colston testified that you had an argument with
3 him in regard to stepping down; would you explain your side
4 of that?

5 MR. SNOW: Mr. Trial Examiner, I will again have to object
6 to this type, or line questioning. He can ask him specific
7 questions, not tell the man what to say and wait for him to
8 say it.

9 MR. BLACKMON: Mr. Trial Examiner, I didn't tell him what
10 to say, he was sitting here and heard Colston testify that
11 the argument he had with the witness.

12 I asked the witness to explain his side of the story.

13 MR. SNOW: I don't recall the argument being testified
14 to by Mr. Colston, with Mr. Wayne Wright.

15 TRIAL EXAMINER: I believe it was called an argument or
16 discussion; let's have the witness's version of what took
17 place on that occasion.

18 MR. SNOW: If he asks that, I have no objection.

19 THE WITNESS: Is there any specific date?

20 TRIAL EXAMINER: Is this February you are talking about,
21 Mr. Blackmon?

22 I presume it was February, if there was an argument on
23 that date, any date you had an argument.

24 Is this concerning--are you concerned with the occasion
25 Colston testified about when those charges were handed him?

1 MR. BLACKMON: If that was the time, OK. I don't know
2 what the time was.

3 A (Continuing.) On one occasion--it might have been--I
4 think probably I was on vacation when he gave his demonstra-
5 tions, he might have asked me to step down and I told him I
6 wasn't going to because I could reach the papers without
7 stepping down and there wasn't much of an argument to it,
8 because I went ahead and did the work I normally do by just
9 reaching down and getting the papers, and he never said any-
10 thing more about it.

11 My job wasn't threatened because I didn't do it.

12 I received no letters saying I had disobeyed a direct
13 order or was insubordination.

14 Q Would you tell us what you did, if anything, when the
15 charges were presented to you by Cantrell?

16 A I immediately took the charges and presented them to
17 the person to whom they were written against, and then there
18 was no further action taken on those charges until the follow-
19 ing regular monthly meeting, which was, I believe, March 3rd.

20 At that meeting I read the charges at the regular
21 meeting and there was a vote cast, or a motion made that we
22 request the International Mailers Union to take original
23 jurisdiction of these charges.

24 There was a motion made and seconded that I, as president,
25 write the president of the International asking him to take

1 original jurisdiction of those charges, which I did.

2 I received a reply from President Hosier. He said that
3 he would take the matter up with the International Executive
4 Council--

5 MR. SNOW: Mr. Trial Examiner, all of this correspondence
6 has been introduced, stipulated into evidence, and this is
7 cumulative of what we have already got into evidence.

8 TRIAL EXAMINER: The witness is replying as to what he
9 did, and he is replying to that, and it's a little bit
10 cumulative in that area.

11 MR. BLACKMON: It's not in there that he did it.

12 THE WITNESS: I was just trying to answer the question.

13 TRIAL EXAMINER: OK. Go ahead.

14 A (Continuing.) Then I received a reply from the president
15 of the International Mailers Union, Mr. Hozier, that the
16 International had taken jurisdiction of the charges and that
17 all--in other words, the local union would have nothing else
18 to do with the charges, it was left up to the International
19 Mailers Union.

20 And, later in the procedure of our International laws,
21 where as both people were instructed by the president, to
22 file six copies of a grievance procedure, send five of them
23 to the International and giving the other party one copy of
24 them--the procedures were followed by Mr. Cantrell.

25 Welmar F. Cantrell filed his with me and I presented

1 Leon Colston a copy of them and at that time I told him I
2 would need six copies from him, his reply, and I never did
3 get any kind of reply or any brief, or anything, from Leon
4 Colston.

5 MR. BLACKMON: That's all the questions I have.

6 Pass the witness

7 CROSS EXAMINATION

8 Q (By Mr. Snow) Mr. Wright, did you receive a telegram
9 from Mr. Munson requesting a joint standing committee--I
10 show you an instrument here that has been marked as GC--this
11 is another copy--no, this is Joint Exhibit 11. The telegram
12 requesting a joint standing committee meeting with the union,
13 between the company and the union?

14 A I did receive such a telegram at my home, while I was
15 at work. Immediately, the following day, I called the
16 president of the International Mailers Union.

17 Q Where at?

18 A Denver, Colorado.

19 And I told them I had received such a telegram--

20 Q What was the person's name that you talked to?

21 A President Harold Hosier.

22 Q All right.

23 A He said that he had been intending to call me, because
24 he had received a copy of the telegram too. And I informed
25 him there had been no grievance filed on the matter, the steps

1 set forth in the current contract had not been followed, and
2 I didn't think this was a matter to be taken to joint standing,
3 since it did not concern a violation of the contract. It was
4 strictly a matter between a member of the union and another
5 member of the union, and he instructed me not to answer the
6 telegram.

7 Unless the company came to me and asked me, which they
8 did not do,

9 Q You have not answered it as yet, have you?

10 A No, I have not.

11 Q Has Colston ever ordered you to walk down the conveyor
12 beltline?

13 A Yes, as I stated earlier in my testimony he ordered me
14 to and I told him I wouldn't, because I could reach down
15 and get the papers.

16 Q Did you ever hear Colston tell anybody else to walk down
17 the conveyor line?

18 A Yes, I have heard him order Cantrell to walk down the
19 conveyor line.

20 MR. SNOW: Would you read that back, please?

21 (Answer read.)

22 MR. SNOW: That's all.

23 TRIAL EXAMINER: Anything from you?

24 MR. BLACKMON: Nothing further.

25 TRIAL EXAMINER: All right.

1 Thank you.

2 (Witness excused.)

3 MR. BLACKMON: I would like to call Mr. Langston.

4 TRIAL EXAMINER: Raise your right hand, please.

5 Whereupon,

6 JAMES H. LANGSTON

7 was called as a witness by and on behalf of the Respondent
8 and, having been first duly sworn, was examined and testified
9 as follows:

10 TRIAL EXAMINER: Be seated and state your full name and
11 address, please.

12 THE WITNESS: James H. Langston, 2031 Hillburn Drive,
13 Dallas, Texas.

14 DIRECT EXAMINATION

15 Q (By Mr. Blackmon) Mr. Langston, where do you work?

16 A I work for Dow Jones and Company.

17 Q Are you a journeyman mailer?

18 A Yes, I am.

19 Q Do you perform any duties for the union?

20 A I am recording secretary, and correspondent.

21 Q Correspondent.

22 A Yes, sir.

23 Q Did you write the articles?

24 A I did.

25 Q Were these your own articles?

1 A Yes, they are. They are my own personal opinions and
2 happenings of the local, and whatever else I might want to
3 say. It's the normal procedure to do this.

4 Q Does the local union, or officers approve your articles
5 before they are sent in?

6 A They do not have that right.

7 Q What instructions were you given in regard to the labeling
8 table operation?

9 A Well, like some other brothers said, they called us
10 together in July, I guess that's when it was, it's been quite
11 a while ago--I'm not too good on dates, but over in the corner
12 and he showed us, at the table where he wanted us to reach,
13 and demonstrated it, and it's just a matter of just reaching
14 possibly, maybe set your foot out or shift your weight,
15 that's all it means to me. Maybe I'm a little shorter than
16 some of them.

17 Q You say he told you to reach?

18 A That's true.

19 Q Did he show you where to reach, or how far?

20 A Yes, he showed me how far. As a matter of fact, I
21 believe that's a picture of me, that's where he showed me.
22 I lack about that distance (indicating) reaching to the
23 conveyor with that procedure, when I dig into the papers.
24 What I mean conveyor--I don't mean the conveyor belt either,
25 I mean the conveyor works, the metal extension and all.

1 Q Have you ever been threatened to be fired?

2 A Yes, sir, I have been threatened to be fired. But--we
3 were in Fort Worth at the Labor Relations Board, with Mr.
4 Snow here at the table--and he asked me and Brother Reneau
5 to stay over and make our statement, which we did, and it
6 run us 15 minutes late and the two men that got back on time
7 told the assistant foreman where we was at.

8 I wasn't questioned or nothing was said to me about it,
9 until I got the letter at my home.

10 MR. BLACKMON: I have no further questions.

11 CROSS EXAMINATION

12 Q (By Mr. Snow) Do you take a step over when you are work-
13 ing the labeling?

14 A I don't consider it a step. I shift my foot for my
15 balance sake.

16 Q I see.

17 Is that what you were doing--I hand you a photograph that
18 has been marked as General Counsel's Exhibit 8 and I ask you
19 if you can recognize it?

20 A That's me.

21 Q Is this man in this checkered shirt you?

22 A Yeah, that's me.

23 Q Now, you had just, or had you just shifted your weight,
24 because your foot is up, is that what you were doing at that
25 time?

1 A Yes.

2 Q Were you there at this meeting when Colston demonstrated
3 how he wanted the labeler to perform his duties?

4 A Yes.

5 Q Do you recall what he said, at that time?

6 A Just the fact that he wanted us to reach and showed us
7 where?

8 Q Did he say anything about, you may have to step over, or
9 anything like that?

10 A No, not that I recall.

11 Q Have you ever heard him tell anybody that they had to
12 walk?

13 A Yes.

14 Q Down the conveyor belt?

15 A I heard him tell Welmar Cantrell to walk down and pull
16 them up, that's his exact words, sometime in November.

17 Q In these articles that you wrote for the International
18 Mailer, were you referring to Leon Colston in them, when you
19 make reference to a foreman?

20 A Well, I probably was.

21 Q Were you referring to him when--

22 A I make lots of statements--I just make general statements
23 there, all personal observations that I see.

24 Q Were you referring to him when you made reference in
25 one of your articles to, "Mr. Wall Street Journal?"

1 A I don't recall that.

2 Q I can show it to you.

3 A Everything related has to be in a proper class and if
4 you take something out of context, it's not as easy to tell.

5 Q I hand you a copy of the International Mailer, which
6 has been marked General Counsel's 3, for the month of Febru-
7 ary 1969.

8 Did you write this article appearing on page 24?

9 A Yes, I did.

10 TRIAL EXAMINER: That's 2-A.

11 MR. SNOW: Yes, sir, 2-A, I'm sorry.

12 Q (By Mr. Snow) I direct your attention to General Counsel's
13 Exhibit No. 2-A, the article appearing on page 24 of the
14 International Mailer for February 1969, starting with "The
15 foreman." Were you referring to Mr. Leon Colston when you
16 wrote that paragraph?

17 A Yes, sir, I am. He asked--there was some question come
18 up and I made a reply and he said, "I am Wall Street," that's
19 his exact words.

20 MR. BLACKMON: Mr. Trial Examiner, I object to this line
21 of questioning. The witness has already testified that this
22 is his own personal opinion, he was not authorized by the
23 union, the union does not review, no officer reviews it and
24 the line of questioning would not be relevant or material to
25 this case.

1 TRIAL EXAMINER: In view of the witness's testimony I
2 am inclined to place less weight than I had set before on it.
3 Unless you can show me why or what way I should place some
4 weight on this.

5 MR. SNOW: It's our position, Mr. Trial Examiner, that
6 this is our background and that, the union was after Colston
7 before any charges were ever filed and even continued to
8 harrass him, so to speak, by these continuous references in
9 a publication, over which he had no control, or had no way
10 to answer any accusations this man, or anybody else might
11 have made against him, in the International Mailer, which is
12 a publication given to all of its members.

13 TRIAL EXAMINER: All right.

14 Let's take what you say for that. But, suppose this
15 individual in writing these articles was harrassing this
16 foreman.

17 Now, how is that to help me decide this case?

18 MR. SNOW: To show that--

19 TRIAL EXAMINER: To show that the union was doing it
20 in a sense, or that the union--I fail to see the connection
21 between the two. Here the witness has stated--or are you
22 alleging that the union, the International Union, by allowing
23 this material to go in there was defamatory, or harrassment,
24 or what?

25 MR. SNOW: It's both. Now, that we have tied it down.

1 to what it is, a direct reference to Colston.

2 We didn't know that this morning, but the witness now
3 testifies that the remarks were made, and were directed at
4 Colston.

5 I might ask him a couple more questions.

6 Q (By Mr. Snow) Now, what is your official title when you
7 write these articles?

8 A Correspondent.

9 Q Correspondent for who?

10 A Correspondent to the Mailer.

11 Q Correspondent, representing Local 143?

12 A I am correspondent from Local 143.

13 Q From 143.

14 A Yes.

15 Q In that position, are you elected to that position or
16 were you appointed?

17 A Appointed, in this particular instance, it can be either
18 way.

19 Q Were you aware of the fact--I didn't get your answer to
20 that question, whether you were elected or appointed?

21 A Appointed.

22 Q Who appoints you?

23 A The president.

24 Q Are you familiar with Section 23 of this, Book of Laws,
25 International Mailers Union?

1 A Well, mostly, I don't know what you are referring to in
2 particular.

3 Q It describes the selection and the duties of the corres-
4 pondent to the Mailer.

5 When you write up one of these articles what do you do
6 with it?

7 A I mail it to the International secretary-treasurer.

8 Q Who is that?

9 A Gene Johnson, editor of the International Mailer.

10 Q And that's who you submit it to?

11 A Yes, sir.

12 Q Now, in these articles you refer constantly to, "We"
13 like, "We feel that a lot of the problems we have here in
14 Dallas." Now, who is "We"? Who are you referring to when
15 you say "we"?

16 You say this is your personal opinion.

17 A You're taking something out of context, again.

18 Q Here, I will let you read all of the articles.

19 A I have read them, thank you.

20 Q Who are you referring to when you say, "We"?

21 A I am not an experienced writer--

22 Q You just testified, Mr. Langston, that these are your
23 own opinions, expressions of your own thinking.

24 A I am not an experienced writer, but I imagine it is a
25 phrase of speech.

1 Q Then you didn't have any answer for the continued use
2 by you, when you say, "We?"

3 MR. BLACKMON: Mr. Trial Examiner, I would like to object
4 to this. The word "We" used in writing by people, is a com-
5 mon expression rather than being egotistical and saying, "I".

6 I think the council understands that, that what the man
7 meant, whether he knows the difference in the we and I aspect,
8 but most of the articles are written in the sense of "we" by
9 the writer, and I don't think that this has any bearing on
10 the case.

11 MR. SNOW: Well, considerable comment has been made,
12 Mr. Blackmon, relying upon these articles being the expression
13 of this man's opinion.

14 Now, he is saying it would also be the opinion of "We."
15 Now I want to--

16 TRIAL EXAMINER: I think what Mr. Blackmon was stating
17 then is the editorial "We" is well known.

18 Now, are you continuing after that now or are you trying
19 to see if this witness knows that, or whether he was referring
20 to the opinions of others when he was writing?

21 MR. SNOW: That's what I am asking.

22 TRIAL EXAMINER: All right.

23 Let's just ask that question. Whether in writing these
24 articles he solicited the opinions of other members of the
25 local union, or whether you only used your own personal

1 opinions.

2 THE WITNESS: The opinions that I expressed in the
3 Mailer are always my own, and they are not discussed with
4 any one else and no one sees them until they come out in
5 press the next month.

6 TRIAL EXAMINER: Did you, at any time, ^{solicit} elicit the opin-
7 ions of anyone else in Local 143, to see what they thought
8 about the subject?

9 THE WITNESS: No, sir.

10 It's possible for someone else to write the article,
11 if they want to write an article, and they just have to tell
12 me in advance.

13 TRIAL EXAMINER: Well, the articles in question here
14 are--which are all signed with your by-line--

15 THE WITNESS: Yes, sir.

16 TRIAL EXAMINER: Now, the question to you is whether or
17 not in each of those articles, whether they are your own
18 opinions, or whether you solicited the opinions of others
19 in writing those articles?

20 THE WITNESS: They are strictly my opinions.

21 Q. (By Mr. Snow) Mr. Langston, I will go back now, to
22 General Counsel's No. 2.

23 That's the International Mailer for--excuse me. I want
24 2-A for February. I refer here to the paragraph directly
25 above the one where you discussed a moment ago, when you

1 referred to the foreman as "Mr. Wall Street Journal."

2 What is meant by: "We are getting used to threats and
3 abuse as a regular way of life around here, but every dog
4 will have his day?"

5 A That's been a while back.

6 MR. BLACKMON: Mr. Trial Examiner, I would like to object,
7 again. We have established the fact that this is own personal
8 opinion, personal views, he is not speaking for the union.
9 If he put a threat in there to shoot either Cantrell or
10 Colston, or both of them, you couldn't hold the union respon-
11 sible for that. That is his own opinion expressed, the only
12 difference is, that I think if he had put that in there it
13 wouldn't have been published. I think Gene Johnson would
14 have cut it out as being derogatory and that's the only differ-
15 ence.

16 MR. SNOW: It's our contention that some of these items
17 are derogatory and since we have established that he was
18 making direct reference to Colston when he wrote portions of
19 them.

20 We contend that they are derogatory.

21 TRIAL EXAMINER: Are you inferring--are you asking me
22 to infer, from this statement, this witness knew that the
23 union was going to take revenge, somehow, on Mr. Colston?

24 MR. SNOW: It's in evidence that there were threats to
25 Mr. Colston and his family, wife.

1 TRIAL EXAMINER: It's in evidence that these were from
2 parties unknown.

3 MR. SNOW: Unknown.

4 TRIAL EXAMINER: My question is, and I will repeat it
5 again, are you asking me to infer from this statement, and
6 this article, that the union was going to--was making some
7 threats against Colston, it was going to have its day on
8 Colston?

9 MR. SNOW: Yes, I believe this, that--it's our position
10 that the editor, Gene, or whatever Mr. Blackmon called him
11 there, Johnson, if it was about Colston he wouldn't have cut
12 it out, unless it was real stiff. That is why I think we
13 should draw an inference from these articles, since it has
14 been established that they were directed to Colston, in part.

15 TRIAL EXAMINER: I don't think you got the import of my
16 question.

17 When does this Mailer come out, I think somebody said
18 it came out about the 10th of each month?

19 MR. SNOW: I don't know, exactly--

20 TRIAL EXAMINER: The February issue would come out
21 February 10th, is that right?

22 MR. BLACKMON: Right.

23 TRIAL EXAMINER: Are you asking me to infer, from this
24 statement, in this article, that the writer thereof knew that
25 the union was going to have its revenge on Colston, by the

1 action against him?

2 MR. SNOW: Yes.

3 TRIAL EXAMINER: You want me to infer from this article,
4 that Mr. Langston knew the charges were going to be filed by
5 Cantrell, against Colston, in later February?

6 MR. SNOW: I don't know whether it would have been--

7 TRIAL EXAMINER: That's the only thing I can infer from
8 it.

9 MR. SNOW: --Cantrell, but one of the members of the
10 Dallas Mailers was going to file charges, if they could find
11 something to do it for.

12 TRIAL EXAMINER: And I am supposed to infer this, from
13 that?

14 MR. SNOW: Yes, sir.

15 TRIAL EXAMINER: I think you are asking me to jump a long
16 step, Mr. Snow.

17 MR. SNOW: I think that it was constant, constant of the
18 actions against Colston were constant, they were studied,
19 they were designed to get him out of the union. These articles
20 started appearing in January, right on up and they are still
21 after him.

22 TRIAL EXAMINER: I think the inference you are asking
23 me to draw is a long--

24 MR. BARLETTA: May I be heard on this?

25 TRIAL EXAMINER: Yes.

1 MR. BARLETTA: I think our position is, there was co-
2 ercion here in the union's position, basically, that it was
3 an isolated incident; and I think that the probative value
4 of evidence such as this, is up to you, but it does demonstrate
5 that it is necessarily an isolated incident, that there is a
6 possibility that there was coercion, or concerted action
7 involved here.

8 TRIAL EXAMINER: Well, the problem I have with that is
9 that--suppose--let's take your statement for instance.

10 Now, Local Union 143 is made up of, 15 or 20 people?

11 All right.

12 Suppose each one of those people who are working there
13 doesn't like the supervisor. Am I take from that that any-
14 thing they say as individuals, will automatically be applied
15 to the union as to--charge the union with?

16 MR. BARLETTA: No, of course not.

17 TRIAL EXAMINER: That is the problem I have with it,
18 because this witness has testified that what he writes in
19 there is his own individual opinion and we have nothing, so
20 far, that I know of in this record on which I could say that
21 whatever appears in the Mailer is the Union. This is Local
22 143's. This is the International's and what comes out from
23 these articles I must automatically apply to the Local and
24 to the International, anything that's happened from them.
25 I don't think we have that, do we?

1 MR. SNOW: I think so, sir.

2 This portion, that Mr. Blackmon read out of here as to
3 where these articles go and who they go to and who censors
4 them. He says, he mails them to the National secretary-
5 treasurer, and certainly they read them before they print
6 them and they are cognizant of their content.

7 MR. BLACKMON: Mr. Trial Examiner, there has been no
8 evidence submitted that Gene Johnson knows Colston, or knows
9 who Mr. Wall Street is. Now, if he had told me he was talking
10 to Mr. Wall Street, I would have immediately referred to my
11 good friend Mr. Barletta, because he told me he was Mr. Wall
12 Street.

13 What I'm saying is, he is trying to infer that Gene
14 Johnson in the editing of that, he don't edit, all he looks
15 for is something not publishable.

16 But as far as somebody expressing their personal opinion
17 they do it all the time. They attack the president of the
18 union, of the International and nobody takes it out, they
19 can't afford to, but that's nothing uncommon and if they
20 can't attack any other member, give their personal opinions,
21 why, I don't see why not.

22 MR. SNOW: Mr. Trial Examiner, it states here in this
23 same portion of this book that Mr. Blackmon read, that these
24 articles are forwarded to the secretary-treasurer, and it says
25 subject to edit by the International secretary-treasurer and

1 this is subject to the approval of the executive council; and
2 only union elected or appointed correspondents shall submit
3 articles to them for publication. So, it looks to me like
4 that even your executive council has to approve these before
5 they are published.

6 MR. BLACKMON: Mr. Trial Examiner, Section 23 does not
7 imply that at all. The Section implies they are edited, if
8 said reports contains words of profanity, remarks that are
9 considered libelous, or subject matter which can be considered
10 derogatory to the best interests of the union.

11 TRIAL EXAMINER: Gentlemen, let me suggest one thing,
12 that we don't have this in evidence right now, and the way
13 you both have been interpreting it, I think probably it
14 should come in. So, I will understand, I will have the
15 precise language in front of me. I still have some questions
16 as to what weight I can give them, on this. I think if you
17 want to I would--it would be best if you want to, to brief
18 this, because I have very serious doubts as to what weight
19 I can give it.

20 Now, what point are we at on the questions of this
21 witness?

22 MR. BLACKMON: I'm through.

23 MR. SNOW: I don't have any further questions.

24 Do you want to stipulate this--

25 TRIAL EXAMINER: Before we get into that, I do have a

1 question of the witness.

2 You said, you heard Colston telling Cantrell, at one
3 time, something about pulling up the mail?

4 THE WITNESS: Walk down--

5 TRIAL EXAMINER: What did he say?

6 THE WITNESS: Well, that's what he said.

7 TRIAL EXAMINER: Well, what did he say, as best you can
8 remember?

9 THE WITNESS: He said, "Walk down and pull it up."

10 TRIAL EXAMINER: Did he say, "Walk down or step down?"

11 THE WITNESS: Walk down.

12 TRIAL EXAMINER: All right.

13 Now, meaning he would have to walk how far?

14 THE WITNESS: Meaning he would have to take more than
15 one step, at least.

16 TRIAL EXAMINER: How many times did you hear him say
17 that?

18 THE WITNESS: Heard him once.

19 TRIAL EXAMINER: On one occasion.

20 When was that?

21 THE WITNESS: Sometime in November, last year.

22 TRIAL EXAMINER: You work in a regular rotation every
23 day, behind a specific man?

24 THE WITNESS: We do most of the time, once in a while
25 he changes it.

1 TRIAL EXAMINER: How far do you work behind Cantrell?

2 THE WITNESS: Now--

3 TRIAL EXAMINER: Back in November?

4 THE WITNESS: There was one--one person.

5 TRIAL EXAMINER: How about in February, how far apart
6 were you?

7 THE WITNESS: I don't recall when the change was made,
8 just lately, I think, it hasn't been too long ago.

9 TRIAL EXAMINER: Your memory is that the word walk was
10 used and not step, right?

11 THE WITNESS: Right.

12 TRIAL EXAMINER: Anything further?

13 MR. BLACKMON: No.

14 MR. SNOW: NO.

15 MR. BLACKMON: I would like to call Mr. Valero.

16 TRIAL EXAMINER: All right.

17 Gentlemen, let's go off the record for a minute.

18 (Discussion off the record.)

19 TRIAL EXAMINER: On the record.

20 Raise your right hand, please.

21 Whereupon,

22 RALPH HAMILTON VALERO

23 was called as a witness by and on behalf of the Respondent
24 and, having been first duly sworn, was examined and testified
25 as follows:

1 TRIAL EXAMINER: Be seated and state your full name and
2 address, please.

3 THE WITNESS: Ralph Hamilton Valero, Star Route, Box 58,
4 Morrison, Colorado.

5 TRIAL EXAMINER: All right.

6 Before we start examining him, let's take care of the
7 Rules.

8 MR. BLACKMON: That's what I wanted to take care of.
9 The only extra copy of this--

10 MR. SNOW: I was going to ask if we could stipulate
11 that into the record. I haven't got a copy of it.

12 Section 23 is the only one we are concerned with.

13 TRIAL EXAMINER: Do you want the reporter to copy that
14 into the record at this point?

15 MR. BLACKMON: Well, we will give this to you as part
16 of the record.

17 TRIAL EXAMINER: That's what I'm asking, do you want it
18 as an exhibit, or what?

19 MR. BLACKMON: Well, we would like to give it as an
20 exhibit, because it will show--

21 TRIAL EXAMINER: You have only one copy of it, at this
22 time?

23 MR. BLACKMON: Right.

24 TRIAL EXAMINER: Are you asking me to waive the rule on
25 duplicate exhibits so I can receive this one?

1 MR. BLACKMON: I would like to because this is the only
2 one I have left.

3 TRIAL EXAMINER: All right.

4 Unless there is an objection I will waive the rule on
5 duplicate exhibits and receive this one copy, but I am going
6 to only direct attention to this one rule, unless I am
7 specifically advised by you otherwise.

8 This seems to be the only one we are concerned with.

9 MR. BLACKMON: Well, other than the fact that the charges
10 filed by the International and had to take action on it and
11 that is the procedure to take action on it.

12 TRIAL EXAMINER: Well, are you going to get to that
13 point in this testimony?

14 MR. BLACKMON: Yes, sir.

15 TRIAL EXAMINER: All right, sir, then let's hold off on
16 his offer at this time, till we see where we go with this
17 witness.

18 DIRECT EXAMINATION

19 Q (By Mr. Blackmon) Mr. Valero, state your position.

20 A First vice-president of the International Mailers Union.

21 Q How long have you been first vice-president?

22 A Since July of 1968.

23 Q July of 1968.

24 Were you part of the executive council?

25 A I am.

1 Q How many members on the executive council?

2 A There are five members on the council.

3 Q Will you please name those members?

4 A President Harold A. Hosier, myself, first vice-president,
5 second vice-president, Roger S. Royce, third vice-president,
6 Rudy Cummings, secretary treasurer, Gene Johnson.

7 Q As a member of the executive council, tell us what
8 happened, if anything, in regard to the charges filed by Mr.
9 Cantrell, as far as the International Mailers Union's executive
10 council was concerned?

11 A On March 3rd, President Hosier received a letter from
12 the local union, signed by President Wayne Wright, in which
13 the local union had requested the International to take
14 original jurisdiction of the charges filed by Welmar Cantrell
15 against Leon Colston.

16 The best I can remember, March 6th President Hosier
17 wrote back and told Mr. Wright that he would have to poll the
18 council first, in order to see if they would assume the
19 original jurisdiction of the charges.

20 After that a letter went to each member of the council
21 requesting their opinion and by unanimous decision it was
22 decided to assume the jurisdiction of the charges, and I
23 believe it was around--March 14th or so, somewhere in there
24 that President Wayne Wright was so informed and instructed to
25 tell the parties to the charges as to how many copies would

1 be needed and to follow the procedure as outlined in the
2 Law Book.

3 There are certain time limits where, when the charging
4 party hands over his charge, the other party has so many days
5 in which to respond.

6 Shortly thereafter President Hosier received a telegram
7 from Mr. Paul Munson where he stated that he instructed Leon
8 Colston not to reply to the charges and President Hosier sent
9 each member of the council a copy of the telegram.

10 Following that we received a copy of the charge and a
11 brief outlining the charges and reasons for them for Mr.
12 Cantrell, the charging party, but we never did receive any
13 information whatsoever from Mr. Leon Colston.

14 On May--I believe it was May 15th, in Chicago, Illinois,
15 we had business and among the business the subject of the
16 charges came up. We had nothing to go on except Welmar
17 Cantrell's charges and his brief. By unanimous decision of
18 the council we decided that we would give Mr. Leon Colston
19 an additional 20 days from the date of the letter he sent,
20 for him to refute the charges, otherwise, he would be expelled.

21 I think on May 19th I was the first person to get that
22 letter that was in transit for five days, since my schedule
23 was pretty heavy I got the letter first and attached my
24 signature to it, and I believe I mailed it to President
25 Hosier, and by June the 5th the letter was mailed to Leon

1 Colston.

2 Following that, and not hearing any reply for 22 days,
3 a letter was dispatched from the secretary-treasurer's office
4 informing Leon Colston that he had failed to reply, to refute
5 the charges. We had no other course, he was expelled.

6 And I believe that following that an attempt was made
7 by Leon Colston to offer payment of dues to the International
8 president, which was refused and his cashier's check was re-
9 turned.

10 Q Was there any other action that Mr. Colston could take
11 under the constitution and By-laws of the International
12 Mailers Union?

13 A Yes, this occurred--on the final action of Mr. Colston
14 occurred on June 27, at our convention, and it was held in
15 Ottawa, Canada beginning July 14th through July 16th, and
16 the court of last resort in the International Mailers Union
17 from all appeals is to the delegates assembly convention and
18 he had that right, and he had that opportunity to so appeal.

19 Q Did he appeal?

20 A No, he did not.

21 MR. BLACKMON: That's all the questions I have.

22 TRIAL EXAMINER: Mr. Snow?

23 MR. BLACKMON: If I may, since it is--I would like to
24 ask one more question.

25 TRIAL EXAMINER: All right.

1 Q (By Mr. Blackmon) Mr. Valero, are you familiar with the
2 operation of the Mailer, the obligations?

3 A Yes, sir.

4 Q Will you explain how that operates?

5 A Well, having been a correspondent myself for five years,
6 for a local union, and I was elected to that position, I wrote
7 my own articles as everyone else, of views, of events of both
8 the union, births, deaths, the buying of new cars, buying
9 of new homes and they are always sent in to the International
10 secretary-treasurer, who is also the editor.

11 I've been on the council for going onto my eighth year,
12 and I have never had submitted to me for approval any article
13 submitted by any correspondent, and certainly correspondents
14 have dug into their own local officers and International
15 officers, and there have been replies and rebuttals by way
16 of letters to the editor from the parties feeling grieved.

17 But, at no time has any article, to my knowledge, ever
18 been censored, except one of mine, because of some very foul
19 language that I put in there which was copied from the
20 Hillsboro Arbitration Award and I was just repeating the
21 language that had been testified; but the language was struck
22 out.

23 MR. BLACKMON: That's all.

24 TRIAL EXAMINER: Let me ask you one other thing.

25 You were talking about the rules and regulations, and I

1 don't think anything specifically was stated.

2 MR. BLACKMON: I want to introduce this as evidence so
3 he can state what articles cover these appeals and handling
4 of foreman cases, and so forth.

5 TRIAL EXAMINER: You can have it identified at that point.

6 It will be Respondent's Exhibit 1.

7 (The document above referred
8 to was marked Respondent's
9 Exhibit No. 1 for identification.)

10 Q (By Mr. Blackmon) I have this book pamphlet here, will
11 you please identify it?

12 A It's the 1968 Book of Laws of the International Mailers
13 Union with an additional 1969 supplement, in the back.

14 Q When does the supplement become effective?

15 A The supplement becomes effective, presently, I believe,
16 November the 1st--used to be January the 1st, it may still
17 be, but while it becomes effective they're generally not
18 printed for circulation until maybe February.

19 Q When are they approved?

20 A They are approved, 60 days after the previous convention--
21 no, no, 60 days--some of the laws if it's a general law, it's
22 approved by delegate action at a convention, but does not take
23 effect until November 1st, or January 1.

24 Changes in constitution by-laws have to be voted on at
25 a referendum that is held in October, so the effective date

1 of the changes id December 1st, now.

2 Q Are you familiar with the Book sufficient to state what
3 particular articles covers the case in question?

4 MR. SNOW: Mr. Trial Examiner, we are not a party to
5 this contract, as far as we are concerned it's irrelevant and
6 completely immaterial to any issue in this case, in this un-
7 fair labor practice case.

8 I'm willing to stipulate to Item 23, which we have been
9 discussing, but to bring the whole book in, I can't see its
10 materiality.

11 TRIAL EXAMINER: As I noted before, I'm not about to take
12 the whole book, if I can possibly avoid it.

13 MR. SNOW: Yes, sir.

14 TRIAL EXAMINER: The articles that I was referring to
15 before have to do with the Respondent's defense in this matter
16 in that the Respondent had said in a matter of his defense,
17 that the International Union had to act on the charge, when
18 it did not have any reply by Mr. Colston.

19 Now, this is what the Respondent has said it had to do
20 in order to take the action of expelling him and I think this
21 is material to the issue.

22 If those articles and only those articles, I presume
23 you're asking about, Mr. Blackmon, is that right?

24 MR. BLACKMON: That is right.

25 TRIAL EXAMINER: All right.

1 Q (By Mr. Blackmon) Would you please identify the articles
2 covered--would it be all right if he makes reference to the
3 Book?

4 TRIAL EXAMINER: Are there any objections?

5 MR. BARLETTA: No objections.

6 MR. SNOW: Mr. Trial Examiner, we don't have a copy of
7 this--

8 TRIAL EXAMINER: We are all operating under a handicap
9 at this time.

10 Just that once he identifies the articles, we will give
11 you time to look it over.

12 MR. SNOW: Could we be furnished a copy?

13 TRIAL EXAMINER: I don't know. Ask Counsel.

14 MR. BLACKMON: I will give you my autographed copy.

15 MR. SNOW: Thank you.

16 MR. BLACKMON: Actually, I will agree with counsel
17 that this is not necessarily material, except for the fact
18 it relieves the International of the responsibility of coming
19 out and suspending a foreman.

20 But, because he was advised not to file the answers to
21 the charges there was no alternative, because if, as you know
22 under Landon Griffith, if you have constitution by-laws and
23 don't follow them the members can sue you and require you to
24 follow them; and that's all the International was doing.

25 Q (By Mr. Blackmon) I believe you have article 22 and 23,

1 for the purpose of the record, we'll cover the phases of that.

2 A. Yeah, but what I believe you mean is the article that
3 gives the International Mailers Union the right to assume
4 original jurisdiction.

5 Q. There is an article--

6 A. That is article 23, Section 26, of our International Laws.

7 MR. SNOW: What page is that on?

8 THE WITNESS: Page a hundred and fifteen.

9 MR. SNOW: I couldn't hear you?

10 THE WITNESS: A hundred and fifteen.

11 TRIAL EXAMINER: What was the other section that you
12 quoted?

13 MR. BLACKMON: Article 22 and 23, I believe Article 22
14 covers the oath.

15 A. (Continuing.) I thought you were referring to the
16 correspondents.

17 Beginning on page 41, Article 15, of the Constitution
18 is the oath that everyone takes when he becomes a member of
19 the International Mailers Union. Which, in part, states that
20 "I will not wrong a member or see him or her wronged if it
21 is within my power to prevent it."

22 We felt that the charges were such, that we felt the man
23 was being wronged by an act of discrimination, which was never
24 refuted.

25 TRIAL EXAMINER: Let me ask, actually, what you are saying

1 is that there not being a reply, and articles 22 and 23 and
2 article 23, actually, the Union, the International could
3 assume jurisdiction and it did so.

4 Articles 22 and 23 provide the means of the bringing up
5 of a grievance.

6 MR. BLACKMON: Right.

7 TRIAL EXAMINER: Article 15 is the oath, taking notice
8 together with the Landon-Griffith Act, meant as far as you
9 were concerned the Union had no other recourse, but to proceed,
10 is that it?

11 MR. BLACKMON: Right?

12 TRIAL EXAMINER: All right.

13 Those articles, plus the other one we referred to earlier--

14 MR. SNOW: Section 23--

15 MR. BLACKMON: Of Article 11.

16 THE WITNESS: Article 11 of the By-Laws.

17 TRIAL EXAMINER: Section 23, Article 11--

18 THE WITNESS: Of the By-Laws.

19 TRIAL EXAMINER: Do we have page citations for each one
20 of these, so I will be able to find them again?

21 MR. BLACKMON: Will the witness please state the page
22 numbers?

23 THE WITNESS: On this Article 11, Section 23, the
24 correspondents is on page 76.

25 TRIAL EXAMINER: All right.

1 THE WITNESS: The oath and obligation is on page 41 and
2 it continues on page 42.

3 TRIAL EXAMINER: All right.

4 THE WITNESS: The original jurisdiction, which is Section
5 26, of Article 23, of the By-Laws is found on page 115.

6 TRIAL EXAMINER: And you also mentioned Article 22,
7 is that right?

8 MR. BLACKMON: I don't have my book, now.

9 TRIAL EXAMINER: I assume that Article 22 and 23 is
10 referring--

11 THE WITNESS: Article 22 is the quality clause.

12 MR. SNOW: What page is it on?

13 THE WITNESS: One oh six, Section 1.

14 MR. BLACKMON: I believe that that, sir, was the quality
15 for the work.

16 I would like, if I may, to ask the witness to explain the
17 operation of mailers, journeyman mailer in a mailer's room.

18 What the classifications are, as such. As you noted,
19 from testimony, they rotate, they are all on the same basis,
20 and they're all supposed to do the same kind of work, rotating
21 basis, so they have the same classifications and qualifications
22 and are supposed to perform the same work in the same manner.

23 TRIAL EXAMINER: Was this specific article the article
24 you were referring to, calling my attention to, Article 22,
25 the quality of work, which begins on page 106.

1 THE WITNESS: Now, I take it that the section the counsel
2 is referring to is the procedure for charges and trial.

3 TRIAL EXAMINER: Yes.

4 THE WITNESS: The Article 23--it is under Article 23,
5 Section 1, which says: "Charges may be preferred against
6 any member for, but not limited to" and it includes the oath
7 of loyalty, the oath that is taken.

8 TRIAL EXAMINER: What page is that?

9 A Page 107.

10 TRIAL EXAMINER: All right.

11 Now, Counsel, do you want time to look at these and
12 see what objections you have, if any?

13 MR. SNOW: No objections.

14 TRIAL EXAMINER: All right.

15 MR. SNOW: Of course, it will be limited as the Trial
16 Examiner stated.

17 TRIAL EXAMINER: I will take just these articles, and
18 I don't intend to look at anything else but those articles.

19 MR. BLACKMON: All right.

20 MR. SNOW: All right.

21 TRIAL EXAMINER: The exhibit is received.

22 (The document above-referred
23 to, heretofore marked Respondent's
24 Exhibit No. 1, was received in
evidence.)

25 MR. BLACKMON: I have no further questions.

1 MR. SNOW: I have no questions.

2 TRIAL EXAMINER: All right.

3 (Witness excused.)

4 MR. BLACKMON: In fact, I have no further witnesses.

5 TRIAL EXAMINER: OK.

6 I will give you the ball back.

7 MR. SNOW: Roland Reneau, I would like to call Roland
8 Reneau on rebuttal.

9 TRIAL EXAMINER: Raise your right hand, please.

10 Whereupon,

11 ROLAND ROYCE RENEAU

12 was called as a witness by and on behalf of the National Labor
13 Board and, having been first duly sworn, was examined and
14 testified as follows:

15 TRIAL EXAMINER: Please be seated and give us your full
16 name and address.

17 THE WITNESS: Roland Royce Reneau, 3018 Darby Drive,
18 Dallas, Texas.

19 MR. SNOW: May we go off the record for a moment?

20 TRIAL EXAMINER: Off the record.

21 (Discussion off the record.)

22 TRIAL EXAMINER: On the record.

23 In an off the record discussion it was stipulated by the
24 parties that it was agreeable for General Counsel to call this
25 witness under Rule 43(b).

1 All right.

2 DIRECT EXAMINATION

3 Q (By Mr. Snow) By whom are you employed?

4 A Dow Jones Incorporated.

5 Q And what is your job title?

6 A Journeyman mailer.

7 Q You have heard the testimony here in this case, Mr.
8 Reneau. As a journeyman mailer you rotate the same positions
9 with these other men, do you not?

10 A I do.

11 Q And is Mr. Colston your foreman?

12 A He is.

13 Q Do you belong to the Dallas Mailers Union?

14 A Yes.

15 Q Do you occupy any office or position with the union?

16 A Yes, I do.

17 Q What is that?

18 A I am chapel chairman, member of the executive board, on
19 the grievance committee and I believe that's it.

20 Q All right, now.

21 Now, if you will, please tell us how a grievance is
22 processed out there at Dow Jones?

23 A Well, when you have a grievance, the chairman tries to
24 straighten it out with the foreman, to see if they can settle.

25 Q Let me see if I understand this right.

1 The grieved person, so to speak, comes to you and tells
2 you his grievance and you contact the foreman, is that correct?

3 A Yes.

4 Q Which machine do you work on out at the plant?

5 A No. 1.

6 Q Has Foreman Colston ever told you, shown you how to--or
7 how he wants the job of the labeler performed?

8 A Yes, he has.

9 Q What did he tell you, please?

10 A He told me the way the men had been working it, that they
11 step over and pull the papers from the end of the table there
12 in the sack.

13 Q And he said step over?

14 A He was showing me how he wanted it done.

15 Q Do you remember when this was?

16 A Yes, I guess it was in August of '68, I believe.

17 Q Were you in attendance at this meeting that was described,
18 right after they installed the automatic kickers?

19 A No, I wasn't.

20 Q Have you seen other journeyman mailers stepping or
21 catching hold of those papers, just like you do?

22 A We--yes, I have seen them stand there and lean over and
23 pull them up, yes, sir.

24 Q Do some of them step over?

25 A We all do when it comes a certain time, you have got to

1 move around, when the clubs come up. Every one of these
2 positions changes; this guy moves over from in front of the
3 table. The rest of the clubs are--they move back to these
4 positions they held.

5 Q Thank you.

6 What is a club? That is a term new to me?

7 A It is an SCF bundle. It is the town that has over six
8 papers, and it is in a SCF sack. The singles--the singles
9 go in loose and SCF bundles with a tie-slip.

10 Q All right.

11 Will you explain to us what you meant where the clubs
12 come in they automatically change?

13 TRIAL EXAMINER: Would it help to have a picture in
14 front of him?

15 MR. SNOW: That's what I was going to suggest, Mr. Trial
16 Examiner.

17 Q (By Mr. Snow) I show you a picture that has been marked
18 as General Counsel's Exhibit No. 8 and ask you if you can
19 recognize it?

20 A Yes.

21 Q Now, this man in the checkered shirt, I believe, testi-
22 fied he is in the position of a labeler?

23 A Right.

24 Q Now, where does that automatically change to when the
25 Club comes up?

1 A He steps over in front of the tying machine, and then
2 this man steps on over in front of this and this man moves
3 up to this position.

4 Q You are pointing to the center man?

5 A No, not right there, normally he will be right here,
6 about in front of this sack.

7 Q Mail sack here?

8 A This man moves up to here.

9 Q And this man steps--

10 TRIAL EXAMINER: For the purpose of time the bundle?

11 A (Continuing.) Keeps moving the papers and then this
12 man comes up. He has got to tie and he cannot tie and get
13 these labels--he can put them there and tie and keep that
14 belt going. I mean, he takes a moment then moves up and
15 does what he normally does.

16 TRIAL EXAMINER: All right.

17 Q (By Mr. Snow) Have you heard Mr. Colston tell anybody
18 else that they needed to step over, or lean over, get these
19 papers and scoop them up?

20 A This is a normal operation, right here. Everyone does
21 that. Nobody comes up and tells us it's that time. Every-
22 body moves around at that time. Nobody comes up and tells
23 them the Clubs are coming, they just automatically move
24 around.

25 Q All the rest of them are too?

1 A Yes, they understand that.

2 Q Have you ever heard Colston tell anybody what he told
3 you, you needed to lean over or step over, since the automatic
4 kickers were installed?

5 A Yes, I have heard him Cantrell he was going to have to
6 walk down and pull the papers up.

7 Q Did he file a grievance on it?

8 A (No response.)

9 Q Did you talk to Cantrell about it?

10 A He told me what Colston told him.

11 Q I see.

12 Do you happen to recall any incidents where Colston came
13 to you and got you and the assistant foreman and himself,
14 and went and talked to Cantrell?

15 A I do.

16 Q Do you remember about when that was?

17 A I don't remember if it was in November, I remember three
18 times--I don't know if it was November or February.

19 Q All right, sir.

20 Let me ask you this: Do you remember any incidents where
21 Colston shut down a machine and you all went into an adjoining
22 room?

23 A Yes.

24 Q Do you remember which incident this was, whether it was
25 November or February?

1 A I would say February.

2 Q Can you tell us, please, what Colston said, to the best
3 of your knowledge?

4 A As far as I remember, he told Cantrell that he had warned
5 him before and had asked him and asked him, and now I am tell-
6 ing you if you don't do what I tell you, you are going to be
7 fired.

8 Q That was about all he said?

9 A There was something else. I didn't say anything on
10 nothing and then we went back to work.

11 MR. SNOW: Pass the witness.

12 CROSS EXAMINATION

13 Q (By Mr. Blackmon) Have you seen any other persons in
14 this operation at the labeling table ever walking down?

15 A No.

16 Q Have you seen them performing in any other manner that
17 walking down or stepping over and getting the papers?

18 A (No response.)

19 TRIAL EXAMINER: Do you understand the question?

20 THE WITNESS: No, I don't.

21 TRIAL EXAMINER: Well, I think the question to you is:
22 Have you seen anyone performing the job of the labeler other
23 than by moving down to pull these papers up?

24 THE WITNESS: No.

25 MR. BLACKMON: No further questions.

1 TRIAL EXAMINER: Anything further?

2 REDIRECT EXAMINATION

3 Q (By Mr. Snow) It's just a normal function for a journey-
4 man mailer in the labeling position to lean, or move over and
5 get these papers?

6 A Well, I am the shortest guy down there, and Cantrell is
7 a lot taller than me, and I can reach--move my left foot over
8 and I can enough papers to where it's not built up, and the
9 papers come up there--sometimes you don't--them papers are
10 pushing right onto the table--it depends on the speed of the
11 machine, sometimes in a sack, and you have all of them
12 buckled and you have got a lot of labels, sometimes it takes
13 time to get a label in one of them sacks.

14 MR. SNOW: I believe that's all, sir.

15 TRIAL EXAMINER: Let me ask you just one thing.

16 It's just small groups, the rest of them are put singly
17 into--

18 MR. SNOW: Into a sack.

19 THE WITNESS: Yes, on big towns.

20 TRIAL EXAMINER: Anything else, Mr. Blackmon?

21 MR. BLACKMON: No.

22 MR. SNOW: That's all.

23 TRIAL EXAMINER: That's the end of your rebuttal?

24 MR. SNOW: That's all.

25 TRIAL EXAMINER: All right, gentlemen.

1 Off the record.

2 (Discussion off the record.)

3 TRIAL EXAMINER: On the record.

4 The parties have asked leave to file briefs and I am
5 giving them until Monday, October 6th.

6 Is there anything else to come before me?

7 Hearing nothing further, the hearing is closed.

8 (Whereupon, at 5:13 o'clock p.m., the hearing
9 in the above entitled matter was closed.)

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INTERNATIONAL MAILERS UNION

**A CRAFT UNION OF THE
PRINTING TRADES**



NO LABOR IS NECESSARY



TO ORGANIZE IS JUST



IN UNITY THERE IS STRENGTH

Book of Laws



**INTERNATIONAL
MAILERS UNION**

1968

DEDICATED TO . . .

*... the officers, who ... mailers whose
courage ... and vision brought the
International Mailers Union movement where it
is today.*

I.M.U. EXECUTIVE COUNCIL

PRESIDENT

HAROLD A. HOSIER

2240 Bell Court
Denver, Colorado 80215

SECOND VICE PRESIDENT

JOSEPH C. AESCHLIMAN

528 - 21st Street
West Des Moines

THIRD VICE PRESIDENT

RALPH H. VALENTINE

Star Route - Box 50

SECRETARY

GENE

Suite 214-15 Fleming Building
Des Moines, Iowa

ACTING VICE PRESIDENT

RODGER S. ROYCE

128 Willis Ave.

Ak

General Counsel

EDWARD J. FILLENWARTH

607 Merchants Bank Bldg.
Indianapolis, Ind. 46204

Produced and mailed by union members
under complete union conditions

PROTECT

your IMU membership

Only a member in good standing is entitled to the benefits and privileges available to members of the International Mailers Union.

Therefore, every member should become familiar with the laws governing good standing. The penalties of delinquency are severe, and the penalties of suspension are still more drastic.

Know your IMU laws, especially those pertaining to payment of dues within the period prescribed.

Each member should read carefully Article VI, Section 1 to 6 inclusive of the IMU By-Laws. Membership in the IMU is a valuable asset and you should protect it at all costs.





CONSTITUTION

By-Laws
General Laws
Convention Laws
Resolutions



**INTERNATIONAL
MAILERS UNION**

4 Fleming Building • Sixth and Walnut
Des Moines, Iowa 50309

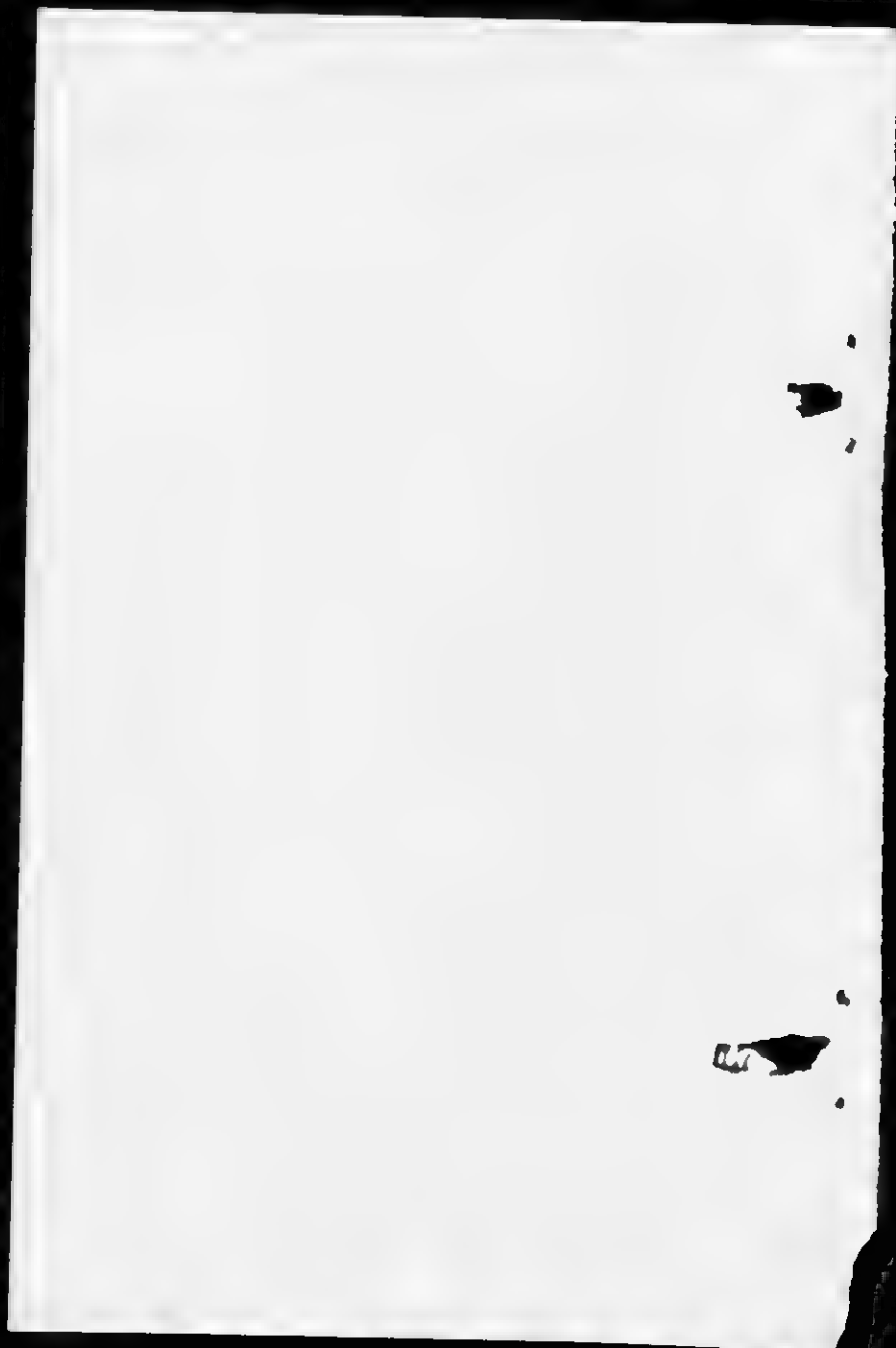
January, 1968

P
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*In order to form a more perfect
union of mailers and to provide
for their general welfare, we do
ordain and establish this as the
Constitution of the International
Mailers Union.*

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Constitution

ARTICLE I

NAME

This organization shall be known as the International Mailers Union.

ARTICLE II

QUALIFICATIONS FOR MEMBERSHIP

Section 1. Any person of good moral character, employed in the craft of the various employemnts over which this International has jurisdiction, shall be eligible to membership in this organization. Provided, that hereafter no person shall be eligible for membership in this organization who has declared his intention to become a citizen of the United States, if a resident of the United States, or of Canada, his intention to become a citizen if a resident of Canada, or who, having declared such intention, has permitted same to lapse.

Subversive Elements Barred from Membership

Section 2. (a) No member of the Communist Party or other subversive organization, nor any person who subscribes or lends support to their doctrines, shall be allowed to hold membership in any local union of the International organization. If by false statements such individual has obtained membership he shall be expelled. It is not necessary that the individual charged with membership in the Communist Party or other subversive organization admit his membership in said party or organization. If the local executive board, by majority vote, is satisfied by the evidence presented that the individual is a member of the Communist Party or of any other subversive organization, or subscribes or lends support to their doctrines, the local executive board shall expel such individual after he has obtained a proper hearing.

(b) The action of the local executive board is final

Articles II, III

Constitution

and binding, with the understanding that either party has the right to appeal.

(c) If, in the opinion of the IMU President, the above section has not been complied with in principle and intent by the local union or its officers, he or someone appointed by him or acting for him, shall be empowered to re-open and review the case, and, if he deems it advisable, he or his representative shall be empowered to transfer the case to the Executive Council. If the Executive Council returns a decision of guilty, the decision shall be final and binding, subject to the right of appeal to the next succeeding convention.

ARTICLE III

AUTHORITY OF IMU EXECUTIVE COUNCIL

Section 1. The International Mailers Union, through its Executive Council, shall exercise complete and unrestricted authority to define its jurisdiction, and enforce, and amend, as provided in its Constitution and By-Laws, all laws for the government of the International Mailers Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

Jurisdiction of The IMU

Section 2. (a) All work appertaining to mailing and or dispatching, such as addressing, tagging, stamping, numbering, labeling, bundling or wrapping, preparing lists or wrappers, operating stencil machines, or filing and correcting stencils, sorting, routing, dissecting, and or marking wrappers, taking bundles of papers from conveyors or escalators, preparing for mailing, wrapping and shipping of preprinted products, stacking, folding, handling of bundles or mail sacks, distributing, counting of papers (leaving or returning), tying, sacking, delivering papers to mailers, carriers, agents or newsboys, inserting or dispatching of papers, envelopes or magazines, whether done by hand or power machine (including auxiliary machines used

Constitution

Article III

in preparatory work for making plates, stencils or any device that may be used in placing names or addresses on wrappers or papers, etc.), now in use or that in the future may be introduced, is part of the mailing craft, and no person except journeymen mailers and apprentices shall be allowed to perform such work. And, all work which may be considered as miscellaneous, fringe, kindred or allied to the mailing trade shall be under the jurisdiction of the International Mailers Union.

(b) All machines in the Mailing Room and or Mailing Department now in use or introduced in the future are to be maintained by journeymen mailers and apprentices.

Associate Workers

(c) All work which may be considered as allied to the mailing craft shall be under the jurisdiction of the International Mailers Union. Provided, that any such group shall be issued a special charter wherein they shall be granted the right to govern themselves subject to the supervision of the International Mailers Union, the costs of said supervision to be borne by the allied group or the International Mailers Union. Provided further, that such members be granted all protective benefits of the International Mailers Union except that traveling and withdrawal cards shall not be exchanged or honored between allied groups and a mailers' subordinate union.

Associate workers may have the privilege of making an application for an apprenticeship as set forth in International Mailers Union laws. All time and training the applicant has had as an associate member may be reviewed by the local joint apprentice committee, as described in the General Laws, Article 1, Section 2, and upon their recommendation, this time shall apply toward their apprenticeship and graduation.

IBM Jurisdiction

(d) All work appertaining to the punching and prep-

Articles III, IV

Constitution

aration of cards and papers by hand, machine, or electronic process, as well as the subsequent duplication, punching, printing, addressing thereon or therefrom by hand, machine, or electronic process and also the making, processing, and preparation of tapes, address lists, address strips, and address labels on tape, either by hand, machine, photographic, or electronic process shall be under the jurisdiction of the International Mailers Union.

ARTICLE IV

Elective Officers and Term

Section 1. The elective officers of the International Mailers Union shall be a President, First Vice President, Second Vice President, Third Vice President, and Secretary-Treasurer; the term of office for all of said officers shall be for a period of two years or until their successors are duly elected and qualified and they shall take up their duties on the first Monday of July.

Provided; in the event of a change in the office of the Secretary-Treasurer through a regular or special election, the outgoing Secretary-Treasurer shall be retained for a period not to exceed thirty (30) days for the purposes of audit and transfer of the records.

Qualifications of Candidates

Section 2. The qualification of candidates for office in the International Mailers Union shall be membership in the International Mailers Union and a journeyman in continuous good standing during the two (2) years next preceding the date for the making of an announcement by a candidate, in the case of either regular or special elections, or previous to the time of appointment to an office by the Executive Council as provided by law; "continuous good standing" means that a member must have paid his dues and assessments to the International Mailers Union and to his subordinate union each month within the time by law for payment thereof and must during said two (2) year period be free from delinquency of any nature to the International Mailers Union or any subordinate

Constitution

Article IV

union thereof, and must be a member in a subordinate union which has paid per capita tax and discharged all other financial obligations due to the International Mailers Union.

Announcement and Notice by Candidates

Section 3. Members of subordinate unions, who desire to be candidates for office in the International Mailers Union, shall announce such candidacy by notifying the Secretary-Treasurer of the International Mailers Union in writing thereof, which written announcement shall be accompanied by a certificate duly signed by the President and Secretary of the subordinate union to which a candidate belongs, the certificate to bear the seal of the local union and certifying that such candidate has been in continuous good standing for at least two (2) years previous to November 1 of that year, or the date allowed for the making of an announcement by a candidate in the case of either regular or special elections, or previous to the time of appointment to an office by the Executive Council as provided by law.

The Secretary-Treasurer of the International Mailers Union shall close the time for the making of announcements by candidates for office at 12:00 o'clock noon on November 20 in the instance of regular elections and any announcements received after that time shall be disregarded. Upon receipt of such written announcements from candidates, the International Secretary-Treasurer shall publish the same in the issue of The International Mailer immediately preceding the month designated by law for the making of endorsements.

The publication of the announcements of candidates shall not exceed in space four lines of ten point type the full width of one column of The International Mailer and shall contain the following:

Name
Member of Mailers Union No.
Candidate for
Continuous active member for years.

Article IV

Constitution

The publication of such announcements in The International Mailer shall be properly classified under the heading of "Candidates for International Offices," and shall be further classified under appropriate sub-headings designating the office for which the member is a candidate and such publication shall be an official notification to the officers and members of subordinate unions of the candidacy of such members for the office designated.

Endorsement of Candidates

Section 4. In the instance of a regular election, subordinate unions shall endorse at a regular meeting in January, one candidate for each elective office of the International Mailers Union. Prior to endorsement of any candidate, the names of all members who have announced their candidacy in accordance with the preceding section, shall be read to the members at the regular January meeting assembled of a subordinate union.

Balloting thereon shall be done by the use of ballots with the names printed thereon of all members who have properly announced themselves as candidates, which ballots shall be provided all local unions by the International Secretary-Treasurer. Candidates who receive the most votes cast for any particular office shall be recorded by the subordinate union as having received the endorsement of a subordinate union. The secretary of each subordinate union shall immediately notify the Secretary-Treasurer of the International Mailers Union of the actual number of votes cast for each candidate on the endorsement ballot. Such vote shall be published in the March issue of the Mailer, and shall also be made available to each candidate upon request sooner than the publication of same.

The Secretary-Treasurer of the International Mailers Union shall close the time for receiving endorsements at 12:00 (Noon) on February 8 and endorsements received after that time shall be disregarded. The Secretary-Treasurer of the International Mailers Union shall

Constitution

Article IV

publish in the April issue of The International Mailer a list of nominees and nominators, declaring the candidates receiving five (5) or more endorsements to have been nominated for the office which they seek.

Closing and Notification of Endorsements

Section 5. Within forty-eight (48) hours after 12 (noon) on February 8, which is the closing time for receiving endorsements by the Secretary-Treasurer of the International Mailers Union, the said Secretary-Treasurer shall notify all eligible candidates receiving the required number of endorsements for their nomination, and each candidate so notified shall on or before 12 (noon) of February 25, inform said Secretary-Treasurer of his acceptance of a nomination, shall also forward to the said Secretary-Treasurer a statement that he or she has been in continuous good standing in conformance with Article IV, Section 2, and said statement shall be attested to by the President and Secretary of the subordinate union, with the seal of the subordinate union attached.

Candidates' Articles

Section 6. Candidates who have received the requisite number of endorsements and who have filed their acceptance of the nomination for office sought, shall be entitled to space in the April issue of The International Mailer for the publication of views, reasons and arguments in support of their candidacy, such matters to be personally prepared by the candidates, provided, however, that the articles shall not exceed 500 words each.

Provided, further, candidates for International office shall receive their copy of The International Mailer by first class mail. This shall apply from the month in which their candidacy for office is published and shall continue until the election is resolved.

It shall be the duty of the International Secretary-Treasurer to properly arrange the articles of all candidates under a general heading of "Candidates' Arti-

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Constitution

cles" and shall sub-classify them under appropriate headings designating the office and the candidate in whose interest the publication is made. All such matters shall be set in type uniform in size and style with the general body-type of The International Mailer. "Candidates' Articles" provided for herein shall appear in the April issue of The International Mailer immediately preceding the election, or, in the event of special elections, such "Candidates' Articles" shall appear in the issues of The International Mailer for the months immediately preceding such special elections.

Provided further, candidates shall be permitted to publish among the members of the International Mailers Union views, reasons and arguments in support of their candidacy; such matters to be personally prepared by the candidate and signed by him, and no candidate shall issue or sanction the issuance of any other literature or printed matter in his behalf unless signed by the candidate or three (3) members in good standing in the International Mailers Union.

(a) The columns of The International Mailer shall not be used for the publication of any statements and/or literature which could in any way affect any political campaign of any candidate; provided, that this shall not apply to the first paragraph of Article IV, Section 6 of the Constitution.

Election Ballots

Section 7. The Secretary-Treasurer of the International Mailers Union shall, as soon as possible after the foregoing provisions have been complied with, prepare and have printed ballots containing the names of all candidates who have qualified:

(a) Names shall be arranged according to the number of endorsements received.

(b) When a tie occurs, the names shall be arranged alphabetically by the Secretary-Treasurer of the International Mailers Union.

Constitution

Article IV

(c) Each candidate's name and the name and number of the subordinate union of which such candidate is a member shall be placed on the ballot.

(d) The ballots shall be so constructed that a voter can with ease designate his or her choice by making a mark opposite the names of candidates for whom he or she desires to record his or her vote.

(e) The Secretary-Treasurer of the International Mailers Union shall supply to Secretaries of subordinate unions a sufficient number of ballots, free of cost, so that all members of each subordinate union shall have an opportunity to vote.

(f) The said Secretary-Treasurer shall also have prepared and supplied to local secretaries two (2) tally sheets.

(g) The said Secretary-Treasurer shall also have prepared and supplied to local secretaries one (1) envelope of proper size to carry the tally sheet, which envelope shall be addressed to the duly appointed election board of the International Mailers Union, in care of the Secretary-Treasurer's office.

(h) The return envelope shall have printed thereon in plain type the following words: "This envelope contains only election returns from Associate Workers/Mailers Union No."

(i) The necessary election supplies provided for herein shall be prepared before May 1 of the year in which the election of officers occurs.

(j) No ballot shall be used at such election except those issued by the Secretary-Treasurer of the International Mailers Union in accordance herewith.

DATE AND PROCEDURE FOR ELECTIONS

Regular Elections

Section 8. (a) Regular elections shall be held on third (3rd) Wednesday in May; provided, that subordinate unions may fix by law hours during which ballot boxes may be opened for the purposes of balloting at

Article IV

Constitution

any time between eleven p.m. (11 P.M.) of the Tuesday preceding the third Wednesday in May and 12 noon the following Thursday; provided further, that should the third Wednesday in May prove to be a national holiday (Empire Day) in Canada, the Canadian membership shall conduct elections on the previous day, with all other provisions of the laws of the International Mailers Union to remain unaffected.

Hours for IMU Elections

And, provided further, that in the instance of elections or in the case of submission of any matter or proposition to a referendum vote in the International Mailers Union, subordinate unions may fix by law hours during which ballot boxes may be opened for the purpose of balloting at any time between Eleven p.m. (11:00 p.m.) of the day preceding the date fixed by the International Mailers Union for balloting and 12 (noon) of the day immediately following the date so fixed for the balloting.

Hours for Local Elections

In the event any subordinate union shall conduct any local election or submit any local matter to a vote of the membership on the date fixed by the International Mailers Union for a regular or special election or for the submission of any proposition or matter to a referendum vote, then the time for balloting on local and International matters shall be the same and the polls shall be opened and closed at the same time.

Opportunity to Vote

(b) Subordinate unions must provide opportunity for their members to cast their ballots in accordance with the election laws of the International Mailers Union.

Subordinate unions having members working outside their jurisdiction or who will be absent from the city during an election, or members who are sick, disabled, on vacation, or not working at the trade, shall permit

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Article IV

said members, upon request to vote by mail, mailing them a ballot in time to permit the return of same and the recording of such in the vote of the subordinate union. All such ballots shall be returned to the duly elected Election Board of the subordinate union, in care of the local secretary-treasurer's office.

A subordinate union may provide a post office box where the mailed ballots are to be sent, and the duly elected Election Board of the subordinate union shall have sole access thereto on election day. Provided, that this procedure has been approved by the members of the union at a regular stated meeting.

(b) (i) The Secretary-Treasurer of the local union shall supply the Election Board with a list of all eligible voters.

Local Secretary's Chapel

(c) Subordinate unions shall establish within their jurisdiction a voting place centrally located and easily accessible, to be known as the secretary's chapel and to be in charge of at least three (3) members of the subordinate union, to be known as the Election Board of the subordinate union. Members not attached to any chapel shall cast their ballots in the secretary's chapel. Members in chapels of less than ten (10) members may cast their ballots in the secretary's chapel or subordinate unions may regulate by law the method of taking the vote in chapels of less than ten (10) members.

Voting Prior to Election

(d) Secretaries of subordinate unions shall not distribute official ballots to individual members in advance of the day of election. Ballots shall be delivered only to the Election Board and to members authorized to receive same when necessary to take the vote in chapels.

Provided, where a member is to be off Wednesday he may procure his ballot on Tuesday; where he is to be off both Tuesday and Wednesday he may procure his ballot on Monday; and where he is to be off on

Article IV

Constitution

Monday, Tuesday and Wednesday, he may procure his ballot on Saturday; and place it in a sealed envelope and then personally deposit same in the official ballot box in the presence of a duly elected member of the chapel election board.

Void Ballots

(e) Each member entitled to vote shall be provided with a clear, unmarked ballot, and given full opportunity by a Chapel Election Board composed of not less than three (3) members of the chapel, who have unity to privately mark and personally cast same in a sealed box provided by the subordinate union for that purpose. Provided that a ballot mutilated by a voter signing his name to the ballot, writing names, notes or posting on stickers or a mark of any kind in both boxes shall void said ballot.

Provided further, when a ballot has been marked indicating a vote has been cast for more than the proper number of candidates for an office or offices or a mark of any kind in both boxes, only that part of a ballot shall be void. The remainder of the ballot which has been properly marked shall be counted.

Chapel Voting

(f) In chapels with a membership of ten (10) members or over, the vote must be taken in said chapels, unless a subordinate union decides by a referendum vote to permit balloting elsewhere, said votes to be been elected by the chapel. Such board shall make return of the chapel vote, together with all used and unused ballots to the Election Board of the subordinate union within twelve (12) hours after the close of the polls.

Chapel election boards shall post in their respective chapels a duplicate of the return sheet sent to the subordinate union Election Board. Provided, that the Election Board of the subordinate union may tabulate the vote in the said chapels, or a place provided by the subordinate union, if such action is previously ap-

Constitution

Article IV

proved by the subordinate union at a duly convened meeting.

Posting Election Returns

(g) The Election Board of a subordinate union shall post the total votes received by each candidate in their respective subordinate union in a manner so that it may be available to all interested members.

Election Observers

(h) The accredited representative of any candidate for office in the International Mailers Union shall be admitted to the polls of any subordinate union and shall upon demand be furnished with a copy of the list of voters. He shall be allowed to check the list as the votes are cast to observe the method and manner of voting and casting of ballots and shall be allowed to be present and observe the counting and tabulating of the votes. Such representative or representatives shall be members in good standing of the International Mailers Union.

(i) The accredited representative of any candidate for office, or the candidate for office in the International Mailers Union, shall be admitted to observe the method and manner of the International Mailers Union Election Board in its canvassing the results submitted to them. Such representative shall be a member in good standing of the International Mailers Union.

Elections Are Compulsory

Section 9. Any subordinate union refusing or neglecting to hold an election as required by the laws of the International Mailers Union shall be disciplined as the Executive Council of the International Mailers Union may direct.

Only Official Ballots Valid

Section 10. No votes shall be counted other than those recorded on official ballots furnished by the Secretary-Treasurer of the International Mailers Union.

Article IV

Constitution

Election Irregularities and Frauds

Section 11. Any member convicted of misrepresenting returns, altering, mutilating or destroying deposited ballots, or voting fraudulently or illegally, or of intimidating others by threats or otherwise interfering with a member in the exercise of his or her right to cast his or her ballot, shall be punished as the subordinate union may determine; in no case shall the penalty be less than a fine of twenty-five dollars (\$25.00), and a member so convicted shall forever be disqualified for either elective or appointive office within the jurisdiction of the International Mailers Union.

It is further provided that for the purpose of preserving the purity of elections and integrity of this law, all other laws or parts of laws to the contrary notwithstanding, the Executive Council of the International Mailers Union is empowered to proceed against an alleged offender and mete out such punishment as in the opinion of a majority of the Council is just and equitable.

Election Returns to IMU Secretary

Section 12. (a) The President and Secretary of each subordinate union are hereby required to sign and transmit to the Secretary-Treasurer of the International Mailers Union a tally sheet or sheets furnished by the International Secretary, showing the number of votes cast for each and every candidate, such totals having been certified by the election board.

A copy of the returns made to the Secretary-Treasurer of the International Mailers Union shall be preserved in the records of the subordinate union.

(b) Such returns shall be mailed under the seal of the subordinate union so as to be received in the Secretary-Treasurer's office no later than twelve (12) midnight the fourth Tuesday in May.

(c) Returns shall be made upon a tally sheet (or sheets) furnished by the Secretary-Treasurer of the International Mailers Union and sealed in envelopes furnished for that purpose.

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Article IV

(d) Nothing other than the election returns of a subordinate union shall be enclosed in said envelope.

Duties of IMU Election Board

Section 13. (a) The Secretary-Treasurer of the International Mailers Union shall, upon receipt of election returns, examine each envelope to see that it is intact.

(b) He shall make proper record of the date of receipt and deposit unopened all envelopes containing election returns in a securely locked receptacle provided for the purpose.

(c) The Secretary-Treasurer of the International Mailers Union shall, on or before May 1 preceding an election, appoint a committee of three (3) to be known as the Election Board of the International Mailers Union.

Such Election Board members shall receive compensation of Twenty-five Dollars (\$25.00) plus such legitimate expenses as are incurred in travel to and from the office of the Secretary-Treasurer.

(d) The Secretary-Treasurer of the International Mailers Union shall send to said Election Board, when appointed, a list of the subordinate unions in good standing and entitled to vote.

(e) The said Election Board shall properly canvass the results submitted to them and shall transmit their final report to the Secretary-Treasurer of the International Mailers Union on or before the tenth (10th) day following an election.

(f) The Secretary-Treasurer of the International Mailers Union shall send to the subordinate unions the official totals of all elections and endorsements held, as soon as possible.

Candidates Must Receive Majority Vote

Section 14. Candidates who receive a majority of all votes cast shall be declared elected. Certification of elected candidates to the office they seek by the Election Board shall be final, subject only to a demand of

Article IV

Constitution

recount by a candidate. In the event no candidate receives the majority necessary to elect on the first ballot, the Election Board of the International Mailers Union shall direct the Secretary-Treasurer of the International Mailers Union to prepare and issue ballots containing the names of the two (2) candidates who received the largest number of votes and subordinate unions shall hold an election on the third (3rd) Wednesday in June, the election to be conducted in the same manner and the result to be certified in the same way as obtained in the preceding election.

Vacancies in IMU Office

Section 15. In the event of the death, resignation, disqualification, refusal or inability of the President to serve, then the duties of the office of President shall be assumed immediately by the First Vice President; in addition, the duties of the office of First Vice President shall be assumed by the Second Vice President; and the duties of the office of Second Vice President shall be assumed by the Third Vice President.

In the event of the death, resignation, disqualification, refusal or inability of a Vice President to serve, then the duties of that office shall be assumed by the Vice President next in succession, and in each instance the vacancy finally remaining shall be the office of the Third Vice President.

If there be less than one (1) year remaining in the term when a vacancy occurs, the Executive Council may, in its discretion, appoint a successor to the office of Third Vice President for the balance of that term. Should there be more than one (1) year remaining in the term, then a special election shall be held on the first Wednesday after the expiration of ninety (90) days from date of vacancy.

Constitution

Article IV

The name of any member, otherwise eligible and receiving the endorsement of five (5) subordinate unions, shall be printed upon the ballot which shall be prepared thirty (30) days prior to the date of such special election. Provided, a candidate may withdraw from the contest prior to such preparation of the ballot.

In the event of a vacancy in the office of Secretary-Treasurer, the First Vice President shall perform the duties of the office until the Executive Council appoints a temporary Secretary-Treasurer who must be a qualified member in good standing in the International Mailers Union. Should there be more than six (6) months remaining in the term, then a special election shall be held on the first Wednesday after the expiration of ninety (90) days from date of vacancy.

Oath of Obligation; Fidelity Pledge

Section 16. (a) The Secretary-Treasurer of the International Mailers Union shall furnish each duly-elected officer of the International Mailers Union with an obligation blank and fidelity pledge to read as follows:

"I, _____, do hereby pledge myself to faithfully perform the duties of the office to which I am elected, to the best of my ability and for the benefit and honor of the International Mailers Union.

I also reaffirm my loyalty to the International Mailers Union.

I further affirm that I am not a member of a rival labor organization nor have I applied for membership in or engaged in promoting membership in a rival labor organization or lent support in any manner whatsoever to such an organization within the past year."

This obligation and fidelity pledge must be attested to by the President of the subordinate union in which the officer is a member. Refusal to sign shall be cause for suspension from office.

Articles IV, V, VI

Constitution

(b) The newly-elected officers of the International Mailers Union shall be furnished with the above obligation by the Secretary-Treasurer not later than fifteen (15) days prior to entering office.

(c) The officers-elect shall file the obligation blanks with the Secretary-Treasurer of the International Mailers Union not later than twenty-four (24) hours prior to entering office.

ARTICLE V

QUALIFICATIONS AND ELIGIBILITY OF VOTERS

Section 1. The qualifications of voters shall be:

(a) Possession of a current working card, and free from delinquencies of any nature to the International Mailers Union or subordinate union thereof.

(b) Membership in a subordinate union which has paid per capita tax up to and for the month of April, and discharged all other financial obligations due the International Mailers Union on the date of election.

(c) Members working in localities in which no subordinate union exists, and who are in no way indebted to the International Mailers Union shall have the same rights as other members on all matters submitted to a referendum. The Secretary-Treasurer of the International Mailers Union shall see that such members are given the opportunity to exercise this right.

Section 2. Every member of the International Mailers Union shall be entitled to vote for all officers, except as otherwise provided.

Section 3. Every member of the International Mailers Union in good standing shall be entitled to vote on all propositions submitted to referendum, except as otherwise provided.

ARTICLE VI

EXECUTIVE COUNCIL AND AUTHORITY

There shall be an Executive Council of the International Mailers Union consisting of the President,

Constitution

Articles VI, VII

First Vice President, Second Vice President, Third Vice President and the Secretary-Treasurer, which body shall have general supervision of the business of the International Mailers Union and of subordinate unions thereof, and shall have authority to take such actions as it deems necessary for the welfare and security of the International Mailers Union and its subordinates thereof.

ARTICLE VII DUTIES OF OFFICERS

President

Section 1. (a) The President shall attend and preside as chairman over all meetings of the Executive Council and over all conventions of the International Mailers Union during his term of office.

He shall be authorized, after approval of the Executive Council of the International Mailers Union, should he become satisfied that any officer of the International Mailers Union, or any subordinate thereof, is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position without salary, pending a hearing as prescribed in Article XVI of the By-Laws; in such event, he shall furnish the officer so suspended with a detailed statement of his reasons for such suspension, and such officer may have the right of appeal from a trial board decision to the next convention assembled and the decision of said convention shall be final in all respects.

The President shall, in case of mismanagement or misappropriation of any funds of the International Mailers Union or any subordinate union thereof, by an official charged with the custody, collection, or disbursement thereof, at once proceed, if at all possible, to collect the same from the official in default, or in the event of the failure of such official to make good such deficiency, institute legal proceedings against such official for the recovery of the same.

Article VII

Constitution

The President shall see that the accounts of the Secretary-Treasurer are audited by a certified public accountant semi-annually and at such other times as he may deem it necessary.

He shall, at all times, exercise supervision over all officers of the International Mailers Union or any subordinate union thereof requiring a faithful performance of duties and a strict and businesslike manner of keeping all records, accounts, paying out money, and conducting correspondence.

(b) The President shall compile and maintain a complete library composed of information concerning mechanization and or automation in use in the newspaper mailrooms and commercial shops. He shall acquire motion pictures, tape recordings, and text from the necessary sources and make them available to local unions for the purpose of educating their members in new machinery. In addition, local unions shall inform the President of any and all new equipment in the newspaper mailrooms, and commercial shops or elsewhere under the jurisdiction of the Union.

First Vice President

Section 2. The First Vice President shall assist the President in the performance of his duties and shall perform such other duties as may be assigned to him by the President or the Executive Council of the International Mailers Union. He shall attend all meetings of the Executive Council and conventions of the International Mailers Union during his term of office.

Second and Third Vice Presidents

Section 3. The Second and Third Vice Presidents shall perform such duties as may be assigned to them by the President or the Executive Council of the International Mailers Union. They shall attend all meetings of the Executive Council and conventions of the International Mailers Union during their term of office.

Secretary-Treasurer

Section 4. (a) The Secretary-Treasurer shall attend all meetings of the Executive Council and conventions of the International Mailers Union, and shall devote the necessary time to the business of the International Mailers Union; he shall establish an office which shall be the official headquarters of the International Mailers Union, and where all books, records, etc., shall be kept; he shall be the custodian of the funds of the International Mailers Union and shall, under the direction of the Executive Council, deposit all funds of the International Mailers Union in some responsible bank or banks; he shall, previous to assuming office, give bond with a solvent guarantee company as surety payable to the President as trustee for the International Mailers Union and its members in such amount as the Executive Council deems proper and sufficient for the performance of his duties, which bond shall be paid for by the International Mailers Union and shall be approved by the Executive Council; he shall also be Secretary of the Executive Council, and perform such other duties as may be required by law.

Any bond executed by a guarantee company to the President as aforesaid shall incur to the successor of such President as trustee for the International Mailers Union and its members, and for any breach of such bond, the President as trustee for the International Mailers Union and its members is hereby authorized to bring suit in his name as such President for the benefit of the International Mailers Union and its Members.

(b) The Secretary-Treasurer shall keep an accurate record of all receipts and disbursements in proper books kept for that purpose and such other records, etc., as may be necessary. He shall require all bills against the International Mailers Union to be itemized and shall pay only such bills as are in accordance

Articles VII, VIII

Constitution

with the laws of the International Mailers Union after the same have been approved by the President; he shall, with the President, sign all checks drawn on the account of the International Mailers Union.

The International Mailer

(c) The Secretary-Treasurer of the International Mailers Union shall edit and cause to be published monthly a publication to be known as THE INTERNATIONAL MAILER, which shall be the official paper of the International Mailers Union, and insofar as practicable the official organ of communications to subordinate unions. It shall contain a complete monthly financial report of the Secretary-Treasurer of the International Mailers Union along with other matters of interest to the mailing craft, as well as appropriate advertisements approved by the Executive Council provided all revenue goes to the Mailer fund.

ARTICLE VIII

RECALL OF IMU OFFICERS

Section 1. Any subordinate union may, by a two-thirds (2/3) majority referendum vote of said local union, initiate a recall petition for the purpose of recalling an officer on the Executive Council of the International Mailers Union for good and sufficient cause and may submit such to other subordinate unions for endorsement. Whenever such petition has been endorsed by a majority referendum vote of one-third (1/3) of IMU subordinate unions, the endorsement of such having been secured within two (2) months from the date such petition was initiated, it shall be submitted to a referendum vote of the general membership.

Section 2. The Secretary-Treasurer of the International Mailers Union shall publish after the two (2)

Constitution

Article VIII, IX

months have elapsed, and no later than three (3) months thereafter, the full list of all unions endorsing the petition. Within thirty (30) days following such publication, the recall petition shall be submitted to a vote of the membership.

- Section 3. In the event the majority of those voting by referendum on the question of recall, vote to recall the officer or officers involved, then that office or offices shall be declared vacant. The vacancy or vacancies so created shall be filled in accordance with Article IV, Section 15 of the IMU Constitution.

Section 4. Petitions for the recall of any International officer shall contain (a) the original date of issue, same to be communicated to the Secretary-Treasurer of the International Mailers Union for his records; (b) the reasons for the presentation of said recall petition; and (c) space for signatures of the President and Secretary-Treasurer of each local endorsing the petition.

ARTICLE IX

OFFICERS' SALARIES

President and Secretary-Treasurer

Section 1. The yearly salaries of the President and Secretary-Treasurer of the International Mailers Union shall be computed on the basis of 28.7% per week above the highest journeyman scale in a contractual agreement which has been approved by the International Mailers Union.

Vice Presidents

Section 2. The yearly compensation of the three Vice Presidents of the International Mailers Union shall be computed on the basis of 23% per week above the highest journeyman scale in a contractual agreement which has been approved by the International

Article IX

Constitution

Mailers Union. Any other member performing service under the direction of the President or Executive Council, shall be paid an amount for time lost equal to his earning capacity, or if unemployed, the regular scale of his subordinate union.

Representatives and Others

Section 3. When any officer or member is required to perform services away from home, he shall be allowed, in addition to the amount set forth above, first class transportation by the shortest route to and from his destination, and actual hotel expenses; provided, that an itemized bill shall in all cases be rendered.

Supplemental Benefits

Section 4. In addition to the salaries in the above sections, all officers of the International Mailers Union employed full time who are beneficiaries of fringe benefits (life and hospitalization insurance, etc.) in their own locals, will be enabled to continue that status by having the International Mailers Union make arrangements to pay the costs of maintaining these benefits while these officers are in the employ of the International Mailers Union.

Immediately after it is determined who the newly elected officers are to be, the International Secretary-Treasurer will contact the agencies responsible for financing these several plans and make arrangements for the International Mailers Union to assume that responsibility as soon and while these officers take up their duties. In the event these benefits cannot be continued, the Secretary-Treasurer shall arrange for the equivalent benefits by the purchase of individual policies on these officers.

Any other person performing part time services for the International Mailers Union of sufficient duration that might impair the worth of his fringe benefits will also be entitled to the consideration of this section.

Constitution

Articles IX, X

Vacation for Officers

Section 5. The full time officers of the International Mailers Union shall be allowed an annual vacation of four (4) weeks. This period of vacation is to be arranged to suit the convenience of the individual and is subject to the approval of the President of the International Mailers Union.

Other members of the International Mailers Union serving the International Union part time, will be allowed vacation pro-rated at the above rate according to the time of service they actually put in for the International Union.

Pensions for Officers

Section 6. A President, Vice President or Secretary-Treasurer of the International Mailers Union who is a journeyman member in good standing upon ceasing all work for remuneration whether by reason of age, disabling sickness or physical handicap and who at the time of his retirement, has held such office or combination of offices for a period of ten (10) years or more, and who has remained an active member in continuous good standing, shall be entitled to Fifty Dollars (\$50.00) per month pension and an additional Ten Dollars (\$10.00) per month for each additional year served in such office, or offices, to a maximum of One Hundred Dollars (\$100.00) per month.

ARTICLE X

ANNUAL CONVENTIONS

Section 1. Conventions of the International Mailers Union, starting in 1968, shall be held annually in July, at such place as the delegates in Convention assembled may designate at a time to be determined by the Executive Council, as near to the second week of July as possible, and notice of the time of the Annual Convention shall be published in the December issue of The International Mailer.

Article X

Constitution

Members Eligible as Delegates

Section 2. No member of a subordinate union shall be eligible to election as a delegate or alternate to the convention unless he or she shall have been a resident member of and in good standing and attended one half ($\frac{1}{2}$) of local union meetings, regular or special, in such subordinate union at least one year immediately preceding the nomination meeting of said local union, unless excused by vote of the local union or working on union business. This latter qualification shall not apply to the delegate or delegates, alternate or alternates of a subordinate union organized less than one year.

Voting for Delegates — Eligibility of Voters

Section 3. No member of a subordinate union shall be allowed to vote for a delegate to the Convention unless his or her card shall have been deposited with the Secretary six months preceding said election. Subordinate unions have not the right to extend the period fixed for the purpose of this action.

Required Vote for Delegates Election

Section 4. (a) The election of delegates and alternates to the Convention shall be held on the third (3rd) Wednesday in May preceding the meeting of the Convention and the majority necessary for election of such delegates and alternates shall be determined by local law. In cases where a tie vote for delegates or alternates is declared, another election shall be immediately ordered by the officers of the subordinate union.

(b) Subordinate unions may prescribe and incorporate in their local union laws the length of the term of office a delegate(s) shall be elected to serve. Local unions may also prescribe and incorporate in their local union laws a proposition whereby one or more of its officers, such as the President, etc., may by virtue

Constitution

Article X

of the holding of his office be a duly elected delegate at the IMU Convention. For the purpose of this subsection, the requirements of Section 4 (a) with respect to the date of the election of a delegate is hereby waived.

Local Union Delegate Representation

Section 5. (a) The number of delegates to which a subordinate union shall be entitled must be determined by the average membership on which is paid per capita tax during the twelve (12) months immediately preceding the issuance of the call.

(b) Up to one hundred (100) members, one (1) delegate; from one hundred (100) members to five hundred (500) members, two (2) delegates; over five Hundred (500) members, three (3) delegates. Provided, in no case shall a local union be entitled to more than three (3) delegates.

Alternate Delegates

Section 6. At the same time delegates to the Convention are elected, subordinate unions shall elect the same number of alternates who, in case of death or inability of said delegates to act, shall be entitled to the full power and privilege accorded delegates.

Delegates Certificate of Election and Term of Office

Section 7. The delegates chosen to attend the Convention of the International Mailers Union shall hold office until the election of their successors, and in case of vacancies subordinate unions are authorized to at once proceed to elect a delegate or delegates as successor or successors. Each delegate must be furnished (for presentation to the International Mailers Union) with a certificate of election duly authenticated by the seal of his subordinate union, according to the following form, viz:

Article X

Constitution

To the International Mailers Union:

We hereby certify that being qualified as required by the laws of the International Mailers Union, was legally elected a delegate of this Union to the Convention on the day of, 19, his term of office to begin on the first day of the next convention of the International Mailers Union to be held at Given under our hands and seal the Mailers Union Number this day of, A.D. 19

(Seal)

..... President

..... Secretary

..... Delegate's Signature

Delegate Election Returns

Section 8. Returns (under seal) of the election of such delegates-elect and alternates must be mailed to the Secretary-Treasurer of the International Mailers Union within forty-eight (48) hours after election.

Local Unions Pay Expenses of Delegates

Section 9. The expenses of said delegates to the Convention of the International Mailers Union shall be defrayed by the subordinate union they respectively represent.

Certification of Delegates-Elect

Section 10. The Secretary-Treasurer of the International Mailers Union, before the meeting of the Convention, shall prepare a roll of delegates-elect, and place thereon the names of those persons, and such persons only, as shall be shown to have been elected in accordance with the laws of the International Mail-

Constitution

Articles X, XI

ers Union and of subordinate unions, as certified by the secretary of subordinate unions. In cases of contest, the names of the parties claiming election shall be submitted to the Convention for decision. Where subordinate unions have not complied with the laws of the International Mailers Union the names of delegates from such subordinate unions shall also be submitted to the Convention for decision which shall be final.

Good Standing Requirements of Delegates

Section 11. No delegate shall be entitled to vote in the Convention of the International Mailers Union whose subordinate union has not previously paid over to the proper officers of the International Mailers Union per capita tax and all indebtedness of his union.

Local Union Instruction of Delegates

Section 12. Any subordinate union may, by such vote of members present as local By-Laws provide (which shall not be less than three-fourths majority), instruct its delegates to a Convention of the International Mailers Union at any regular meeting after election of delegates and previous to said Convention. Provided, notice of such action has been given at a previous meeting.

ARTICLE XI

CHARTERS

Section 1. A Charter may be issued by the International Mailers Union, by and through the Executive Council thereof, to five (5) or more mailers in any city or town upon application in writing, which application shall be procured from the Secretary-Treasurer of the International Mailers Union.

Any Charter may be revoked and recalled by action of a majority of the members of the Executive Council

Articles XI, XII

Constitution

of the International Mailers Union; any subordinate union whose Charter is revoked and recalled, or any member thereof, may appeal in writing from such action to the next convention assembled of the International Mailers Union, by serving written notice upon the Executive Council of the International Mailers Union within thirty (30) days from the date of the action of the Executive Council revoking or recalling any Charter.

Suspension of Charter

Section 2. The Charter of any subordinate union, which shall fail or refuse to pay its per capita tax and other monies, or any part thereof, within four (4) months after becoming due, shall be automatically suspended. The Secretary-Treasurer of the International Mailers Union shall give such derelict subordinate unions thirty (30) days' notice of the action to be taken.

Section 3. Any subordinate union which shall fail to make reports required by the laws of the International Mailers Union to the Executive Council thereof, or which shall neglect or refuse to obey any law, mandate, or order of the International Mailers Union or Executive Council, may be fined or have its Charter suspended by the Executive Council.

ARTICLE XII

REVENUE OF THE INTERNATIONAL

Section 1. (a) The Revenue of the International Mailers Union shall be derived from membership dues. Membership dues shall include the following financial obligations of a member or of an applicant for membership: (i) initiation or registration fees and reinstatement fee; (ii) monthly fees (hereinafter referred to as "dues" or "monthly dues"); (iii) special dues or fees (hereinafter referred to as "assessments"); and

Constitution

Article XII

such revenue shall be forwarded each month to the Secretary-Treasurer of the International Mailers Union on or before the twentieth (20th) of each month.

(b) Monthly dues for:

Journeyman and Apprentices

(i) Journeyman and Apprentice members — Six dollars and fifteen cents (\$6.15) per month. Any member participating in the dependent insurance program, shall be assessed not more than \$1.00 in addition to the above.

Associate Workers

(ii) Associate Workers — Four dollars and thirty-five cents (\$4.35) per month. Any member participating in the dependent insurance program shall be assessed not more than \$1.00 in addition to the above.

Provisional and Probationary

(iii) Provisional and Probationary Members — Such amount, not less than one dollar and twenty-five cents (\$1.25) per month, not including insurance, as may be fixed by the IMU Executive Council; provided, that said amount shall, for any subordinate union, be uniform for such members in said subordinate union. Any such member participating in the dependent insurance program shall be assessed not more than \$1.00 in addition to the above.

Retired provisional and probationary members shall be exempt from the payments to the Organization Fund and the Defense Fund.

Retired Journeymen

(iv) Retired members — a journeyman who is a member in good standing shall, upon ceasing all work for remuneration whether by reason of age, disabling sickness or physical handicap, pay dues of four dollars and ten cents (\$4.10) per month. Any such member participating in the dependent insurance program shall be assessed not more than \$1.00 in addition to the above.

Article XII

Constitution

Apportionment of Dues

(c) The revenue derived from the dues of each Journeyman and apprentice member shall be apportioned as follows:

One dollar and fifty cents to the General Fund;

One dollar and five cents to the Organization Fund;

Thirty cents to the Mailer Fund as subscription for The International Mailer;

Two dollars and thirty cents to the Insurance Fund.

One dollar to the Defense Fund except that the provisions to the Organization Fund and Defense Fund shall not apply to retired journeymen.

Revenue derived from the dues of Associate Workers shall be apportioned in the same manner with the exception of the Organization Fund for which no dues shall be paid by said members and not less than twenty-five cents (\$.25) and not to exceed one dollar (\$1.00) to the Defense Fund. Revenue derived from Provisional and Probationary members shall be placed in the General Fund and any other fund deemed advisable by the Executive Council.

Convention Fund Dues

(d) All journeymen and associate members of the IMU, except retired journeymen members, shall pay one dollar (\$1.00) and all apprentice members shall pay fifty cents (\$.50) on their January cards. This money is to be kept in a separate fund by the Secretary-Treasurer of the IMU to be known as the Convention Fund.

This Convention Fund to be given by the Secretary-Treasurer of the IMU to the subordinate union each year holding the IMU Convention, to help finance said subordinate union's convention expenses.

The subordinate union shall have the right to use this fund as they see fit for convention expenses only.

Constitution

Article XII

but a complete detailed report of all monies spent by such subordinate unions of this fund shall be submitted to the IwU Executive Council. No money shall be returned to the treasury of the IMU. All excess monies, if any, shall be retained by the local union.

Establishment of Defense Fund

Section 2. The International Mailers Union shall establish a Defense Fund and all monies received for said fund, as provided for in sub-section (c) of Section 1 of this Article, shall be retained in said fund and expended therefrom only for defense purposes.

Section 3. (a) A Defense Fund of One Hundred Thousand Dollars (\$100,000) shall be established through an assessment of the membership of two per cent (2%) of the established weekly minimum day scale of the chapel where the member is employed. Members working less than a full week shall be assessed at the rate of two per cent (2%) of the minimum daily wage for all days worked but not to exceed two per cent (2%) of the established weekly minimum day scale rate. Regular situation holders who do not employ a substitute and beg off and/or take a leave of absence shall be assessed on their weekly minimum day scale.

(b) After the Defense Fund balance reaches One Hundred Thousand Dollars (\$100,000), no assessment shall be levied unless the fund balance should be reduced to Eight-six Thousand Dollars (\$86,000). If such should occur, an assessment of not more than two per cent (2%) of the minimum established day scale wage shall be levied as set forth in paragraph (a) of this section, until the Defense Fund has again reached a balance of One Hundred Thousand Dollars (\$100,000). Apprentices shall pay two per cent (2%) of their established day scale of wages.

Method of Collection

Section 3. (c) Said assessment shall be collected either weekly, bi-weekly or monthly according to which best suits each subordinate union. However, in no case may a local be in arrears more than one month. The

Articles XII, XIII

Constitution

local secretary-treasurer will place all assessments due on the following month's card and said assessment shall be transmitted to the International Secretary-Treasurer.

(d) Members not working at the trade shall be assessed on the minimum day scale of the union. Sick retired and disabled members shall be exempt from assessment.

(d) Any member who shall fail to pay said assessment on time shall be declared delinquent, in accordance with local and International Mailers Union laws for failure to pay dues.

ARTICLE XIII

MORTUARY-DEATH BENEFIT PLAN

Two Thousand Dollars

Section 1. The International Mailers Union duly ordained, established and instituted as of January 1, 1948, a Mortuary-Death Benefit Plan under which each member of the Union, whether journeyman, apprentice or associate worker, and such provisional and probationary members who are paying insurance premiums, excluding however, honorary members or members who have taken out Honorable Withdrawal Cards, shall be insured in the event of death in the amount of two thousand dollars (\$2,000.00) by a duly organized insurance company at a cost not to exceed two dollars and thirty-cents (\$2.30) per member per month; it is understood, that the International Mailers Union has procured a master policy from such insurance company, and each member shall receive from the insurance company, an individual certificate of insurance; the cost of said insurance shall be paid each month by each member and forwarded to the International Secretary-Treasurer in the same manner and at the same time as the regular per capita tax and assessments required by the laws of the International Mailers Union.

Locals Administer Third \$1,000

Section 2. All local unions may, through a referen-

Constitution

Article XIII

dum vote of the local union, secure an additional \$1,000 (3rd \$1,000) life insurance from the participating insurance company. All local unions who, as of January 1, 1965, have the additional \$1,000 life insurance and wish to continue the additional \$1,000 must apply to the participating insurance company for that \$1,000 life insurance.

The additional \$1,000 (3rd \$1,000) life insurance is to be administered by and paid for by the local union.

Insurance Premiums and Assessment

Section 3. Upon receipt of such insurance payments by the International Secretary-Treasurer, he shall record and keep the same in a separate account entitled the Insurance Fund, and shall likewise make all payments as required by and due the insurance company for such Insurance Fund; any excess paid by the members of the International Mailers Union over and above the amount due the insurance company, or any refunds made by the insurance company to the International Secretary-Treasurer shall be recorded and kept in the Insurance Fund.

Should the balance in this fund fall to zero (0) or less at the end of any month, then an assessment of One Dollar and Twenty-five Cents (\$1.25) per week, for two (2) weeks, shall be levied on all covered members.

Procedure for Insured to Name Beneficiary

Section 4. Any member so insured under this Insurance Plan shall have the right to designate a beneficiary to receive death benefits provided for in his individual certificate of insurance, and any member may from time to time change the beneficiary without notice to or consent of any previous designated beneficiary by filing written notice thereof, accompanied by the certificate of insurance for endorsement, with the insurance company through the office of the International Secretary-Treasurer. Any member shall also have the right to designate contingent beneficiaries.

Article XIII

Constitution

Procedure for Mortuary-Death Benefits

Section 5. Upon the decease of a member, any claim for the Mortuary-Death Benefits hereunder shall be processed through the office of the International Secretary-Treasurer, and in the manner as provided by said office.

Master Policy Binding on Members

Section 6. Any and all provisions of the master policy of insurance, as well as the provisions of each certificate of insurance as issued by the insurance company, not specifically herein mentioned, are nevertheless to be included in this Mortuary-Death Benefit Plan and shall be as binding and effective upon the members of the International Mailers Union as if such provisions were herein set forth.

Dependent Insurance Program

Section 7. In addition to the foregoing, a dependent death benefit program was established on November 1, 1961. Eligible local union members must assume such coverage once it has been accepted in referendum ballot. The premium, not to exceed one dollar (\$1.00) monthly, shall be paid by each eligible member and forwarded to the International Secretary-Treasurer in the same manner and at the same time as the regular per capita tax and assessments.

International Union Administration

Section 8. (a) On and after said date of January 1, 1966, the International Mailers Union shall terminate any insurance policy and/or policies it has in effect with any insurance company as well as any individual insurance certificates issued to members in conjunction therewith.

(b) All payments as specifically provided for in Section 3 of Article XIII of the Constitution and in other laws related thereto, upon being received by the International Secretary-Treasurer, shall continue to be

Constitution

Articles XIII, XIV, XV

recorded and kept in a separate account as now provided for in said Article XIII, Section 3, and no payments shall be made therefrom except for benefits as provided for in Article XIII, Sections 1 and 7 of this Constitution, and such payments shall be made only pursuant to the provisions of Article XIII, Sections 4, 5, 6 and 7 of this Constitution, it being understood, however, that any necessary administrative expenses may be paid therefrom.

ARTICLE XIV

APPEALS FROM LOCAL UNIONS TO EXECUTIVE COUNCIL

Section 1. All appeals from the decision of a subordinate union shall be submitted in written or printed form only to the Executive Council of the International Mailers Union for decision. Should either party feel aggrieved at the decision of the Executive Council, either shall have the right to appeal to the next convention of the International Mailers Union which decision shall be final.

Furnishing Copies of Appeals

Section 2. Appellant and respondent shall furnish copies of papers in complete form to each other, and shall be entitled to submit replies to these original articles. In appeals to the Convention the same procedure shall be followed.

(Proper procedure is detailed in Article XXV of the IMU By-Laws).

ARTICLE XV

OATH AND OBLIGATION OF MEMBERS

Section 1. All subordinate unions shall have an article in their constitution which shall read as follows:

Obligation

Every person admitted as a member of the International Mailers Union shall be introduced to the Presi-

Article XV

Constitution

dent and requested to raise his right hand while repeating these words:

"I (give name) solemnly and sincerely swear (or affirm), that I will not reveal any business or proceedings of any meetings of this Union, or any subordinate union of the International Mailers Union to which I may be hereafter attached, unless by order of the Union, except to those whom I know to be members in good standing thereof, and that I will, without equivocation or evasion, and to the best of my ability, abide by the Constitution, By-Laws, General Laws, Convention Laws, and adopted scale of prices; that I will at all times abide by the decision of the majority and use all honorable means within my power to procure employment for members of any subordinate union working under the jurisdiction of the International Mailers Union in preference to others; that my fidelity to the International Mailers Union, and my duty to the members thereof, shall in no case be interfered with or trampled upon by any allegiance that I may now or hereafter owe to any other organization, social, political, or religious, secret or otherwise; that I will belong to no society or combination, composed wholly or in part of Mailers, with the intention or purpose to interfere with the trade regulations, or influence or control the legislation of the International Mailers Union; that I will not wrong a member, or see him or her wronged if in my power to prevent.

If I possess or am hereafter given authority to hire or dismiss employees in the mailers jurisdiction, the foregoing pledge shall not obligate me to violate federal law or the provisions of any applicable collective bargaining contract governing the giving of preference in employment on the basis of union membership.

To a full of which I pledge my most sacred honor."

Oath and Obligation of Convention Delegates

Section 2. The following obligation shall be administered to every delegate immediately

Constitution

Articles XV, XVI

after the approval of the report of the Secretary-Treasurer.

"I (repeat name) solemnly swear (or affirm) that I do not belong, nor will I belong at any time in the future to any society or combination composed wholly or partly of members of the International Mailers Union, or any union under its jurisdiction, the intent and purpose of which is to interfere with the regulations, or influence or control the legislation of the International Mailers Union or subordinate unions thereof, or the selection or election of any officer or officers of the International Mailers Union."

ARTICLE XVI

TRAVELING AND WITHDRAWAL CARDS

Furnished by IMU

Section 1. The International Mailers Union shall issue in blank form, cards of appropriate design, to be known as the "Traveling Card" and the "Withdrawal Card," which shall be furnished to subordinate unions, at prices fixed by law, to be used by members in good standing on proper application being made therefor.

Issuance and Control

Section 2. The International Mailers Union shall have absolute control of Traveling Cards of all members of the International Mailers Union. Valid Traveling Cards shall only be issued by the Secretary-Treasurer of the International Mailers Union and subordinate unions that are located in a city where publishers have had a written contract with the International Mailers Union or one of its subordinate unions for a period of more than one year.

No individual elected to journeyman membership through application to a subordinate union, shall be eligible to receive a traveling card until he has been a member, in continuous good standing in said subordinate union, for a period of not less than one year, unless such is authorized by the International President.

Articles XVI, XVII

Constitution

Provided, this section shall not deprive any member in good standing from depositing a Traveling Card in such a subordinate union or receiving the same Traveling Card from the subordinate union or from receiving a Traveling Card from the Secretary-Treasurer of the International Mailers Union, when said member can supply sufficient proof that he or she deposited a valid Traveling Card at the time of entering the subordinate union.

Provided further, that a Union shall refuse to issue a Traveling Card to any new member not having had four years actual experience at the trade of mailing at the time a request is made for a Traveling Card.

Any local union officers violating these provisions, shall be automatically held in contempt of the laws of the International Mailers Union.

Honorable Withdrawal Cards

Section 3. Members in good standing who cease to work at the business shall be entitled to an Honorable Withdrawal Card provided by the International Mailers Union, which exempts them from the payment of all dues and deprives them of all offices and benefits whatsoever. Applications for Withdrawal Cards shall be granted or denied by votes of the subordinate union of which applicant is a member.

Protection of Members' Records

Section 4. To protect the records of members, secretaries of subordinate unions must notify the Secretary-Treasurer of the International Mailers Union when a member is issued an Honorable Withdrawal Card.

ARTICLE XVII

OFFICIAL SEAL

The International Mailers Union shall have a Seal to be used by the Executive Council and officers of the International Mailers Union in authenticating all necessary documents of the International Mailers

Constitution

Articles XVII, XVIII

Union, which Seal shall be circular in design with a large outer circle in which shall be inscribed the name of this union: International Mailers Union; and, in the small inner circle shall be inscribed the initials of this union: IMU. The Seal shall be so designed as to make an imprint or impression.



ARTICLE XVIII

BOOK OF LAWS

Contents

Section 1. (a) The Constitution, By-Laws, General Laws and Convention Laws of the International Mailers Union shall contain all laws relating to membership in the International Mailers Union and subordinate unions thereof, qualifications and election of officers and their duties, government of subordinate unions and members, charges and trials and appeals, qualification and election of delegates, auditing of accounts and reports relating to the business of the International Mailers Union and laws for the government thereof.

Law Book Issuance

(b) The Book of Laws of the International Mailers Union, or its Supplements, shall be sent to subordinate unions, not later than the 15th of January, each year.

Amending Constitution

Section 2. The Constitution shall only be amended by referendum vote, in the manner hereinafter set forth.

Constitution Governs in Conflicts

Section 3. By-Laws, General Laws, and Convention Laws may be enacted by the Convention to the International Mailers Union but shall in no wise conflict with the Constitution or any part thereof.

General Laws—Contents

Section 4. General Laws shall contain only and all laws relating to contracts and scales of prices, conditions of employment and the relations of subordinate unions and individual members to the employer.

Convention Laws—Contents

Section 5. The Convention Laws shall contain laws, rules of order, committees, etc., for government of sessions of the International Mailers Union and its deliberations.

ARTICLE XIX

PROCEDURE FOR AMENDING CONSTITUTION

Referendum Vote Required

Section 1. Amendments to the Constitution of the International Mailers Union may be enacted only by referendum vote of the general membership. Such amendments may be initiated only in one of three ways, as follows:

Executive Council Propositions

(a) The Executive Council of the International Mailers Union may initiate and submit any proposition or amendment a majority of its members deem necessary; such propositions or amendments to be published thirty (30) days before taking the vote thereon.

Convention Propositions

(b) Conventions may initiate any proposition or amendment a majority of the delegates deem necessary. Subordinate unions shall then discuss the proposed amendments, and at a date which shall be des-

Constitution

Article XIX

ignated by the Executive Council but which must be within three (3) months from the adjournment of the convention, they shall be submitted to a vote of the general membership.

Procedure for Local Union Propositions

(c) Any subordinate union may initiate any proposition or amendment and submit such to other subordinate unions for endorsement. Whenever such proposition or amendment has been endorsed by ten (10) subordinate unions, the endorsement of such having been secured within three (3) months from the date said proposition or amendment was initiated, it shall be submitted to a vote of the general membership. The proposal as submitted for the endorsement of subordinate unions shall be published following the receipt of ten (10) endorsements by subordinate unions.

The Secretary-Treasurer of the International Mailers Union shall publish, after the three (3) months have elapsed, the full list of all unions endorsing any proposition or amendment. Within thirty (30) days following such publication the proposal shall be submitted to a vote of the membership, which shall be taken on a day designated by the Executive Council, and canvassed in the same manner as amendments and propositions referred to the membership by a convention of the International Mailers Union.

(d) It shall be the duty of the Secretary-Treasurer of the International Mailers Union to prepare ballots and submit any proposition or amendment initiated in either of the three ways provided; Provided, if for any reason the Secretary-Treasurer shall fail to or refuse to prepare ballots and submit any proposition or amendment which has been properly initiated and endorsed the President of the International Mailers Union shall perform the function.

The proposed amendments shall be voted upon by the members of subordinate unions, and the vote in detail forwarded, under seal, to the Secretary-Treasurer of the International Mailers Union within the time

Article XIX

Constitution

limits set forth in Article IV, Section 12 (b) of the Constitution, after the date set by the Executive Council for the taking of said vote, when the President and Secretary-Treasurer of the International Mailers Union, or their proxies, and one member of a subordinate union, who shall be selected by the President of the International Mailers Union, shall canvass the vote and declare the result to the International Mailers Union, and should a majority of the votes cast be in favor of the amendment it shall go into effect sixty (60) days after the canvass of the vote on the same.

Proper Form for Local Endorsement

Section 2. Propositions or amendments submitted to subordinate unions for endorsement or to the membership for adoption as herein provided, shall be drafted in proper form and shall include all sections or articles amended or repealed by such propositions or amendments; provided, for this purpose amendments or propositions shall be deemed to be in proper form if the purpose is clear and the intent understood. Laws, or parts of laws, to be repealed shall be placed in brackets, and amendments to existing laws and new laws shall be in capital letters or bold-faced type.

Local Union Endorsement Is Irrevocable

Section 3. The action of a subordinate union endorsing a proposition or amendment initiated by another subordinate union shall be irrevocable.

Effective Date of Laws

Section 4. All propositions or amendments adopted by the membership of the International Mailers Union, unless otherwise provided shall be in force and effect sixty (60) days after the canvass of the vote on the same.

Section 5. By-Laws and General Laws adopted by a Convention of the International Mailers Union shall become effective on December 1 next following.

Constitution

Articles XIX, XX, XXI

In an emergency, Convention delegates may, by a two-thirds (2/3) vote, provide that adopted By-Laws and General Laws shall become effective earlier than December 1.

Authority of Convention to Enact Laws

Section 6. Conventions of the International Mailers Union shall have full power to enact By-Laws, General Laws, and Convention Laws, or amendments thereto for the government of the International Mailers Union, but all laws involving an increased taxation shall be submitted to a referendum vote.

Section 7. All propositions to be submitted for consideration at a convention, shall, whenever possible, be submitted to the Secretary-Treasurer of the International Mailers Union on or before 15 days prior to the convention.

ARTICLE XX

CONFLICT IN LAWS

All laws and parts of laws in conflict with the Constitution are hereby repealed or changed in accordance therewith and the Secretary-Treasurer is hereby authorized and directed to make the necessary changes subject to the approval of the Executive Council.

ARTICLE XXI

AUTHORITY TO ALTER LAWS' LANGUAGE FOR CLARITY

The International Executive Council shall have the authority from time to time to alter the language of any provision or provisions of the Constitution, By-Laws, General Laws, or Convention Laws of the International Mailers Union, or Resolution, for the purpose of giving greater clarity to, and without changing the intent of such provisions, and shall likewise, for the same purpose and with the same limitation have the right to delete any redundant provision and to change the grouping or position within the Constitution, By-Laws, General Laws, Convention Laws or Resolutions of any provision of the same.

By-Laws

ARTICLE I

OFFICERS AND FUNDS

President

Section 1. The President, at any Executive Council meeting or convention assembled of the International Mailers Union, shall have the deciding vote whenever there shall be an equal division on any question except where he shall have voted at a convention on the roll call of the "yeas" and "nays"; he shall require a faithful performance of duties on the part of all officers and a strict and business-like manner of keeping all accounts, paying out money, and conducting correspondence; he shall see that all monies belonging to the International Mailers Union are properly deposited in a responsible bank in the name of the President and Secretary-Treasurer of the International Mailers Union as such, and same shall be drawn from such bank only by check signed by the President and Secretary-Treasurer, and only when both officers are fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn; provided, however, that all savings accounts, stocks, and bonds belonging to and in the name of the International Mailers Union may be withdrawn and/or disposed of only upon the signatures of the President, Secretary-Treasurer, and one other member of the Executive Council; he shall appoint necessary representatives, shall oversee and direct the operation of representatives, and shall, when necessary, visit such place or places as may require his presence or personal attention.

He shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form; he shall in case of mismanagement or misappropriation of any funds of the International Mailers Union, or subordinate union thereof, by an official charged with the custody, collection and disbursement thereof, at once proceed to collect the

By-Laws

Article I

International Mailers Union printed in pamphlet form, and a copy of such report shall be mailed to each delegate-elect as soon as possible previous to the assembling of the convention.

He shall furnish each subordinate union, prior to the election of delegates, with two (2) or more, where needed, copies of blank delegate's certificates of election; he shall make a just, true and complete record of each and every day's proceedings, to be read each morning during the sessions of the convention; he shall immediately after the final adjournment cause the same, together with the officers' reports to the convention, to be made up in pamphlet form at as early a date as possible, and distributed among the membership; he shall, in connection with the President, compile and publish in uniform size within sixty (60) days following the canvass of the vote on amendments submitted to the membership after each convention such amendments for the insertion in the Book of Laws containing the Constitution, By-Laws, General Laws and Convention Laws of the International Mailers Union, and distribute copies thereof to subordinate unions in sufficient numbers to supply their full membership, if necessary.

Funds

(b) He shall procure interest whenever possible on all funds of the International Mailers Union deposited by him, which interest shall go into the treasury of the International Mailers Union. He shall draw monies from banks only by check signed by the President and himself; he shall require all bills against the International Mailers Union to be itemized, and shall only pay such bills as are in accordance with the order of the International Mailers Union direct or its laws, and after approval by the President; he shall submit all his books and accounts to the expert certified public accountant twice a year; he shall send all receipts for money received from financial officers of subordinate unions to the disbursing officers of said unions, etc.

Article I

By-Laws

same from the official in default, or in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his surety.

Audits

Section 2. The President shall cause the books and accounts of the Secretary-Treasurer of the International Mailers Union to be audited twice a year, as follows: All accounts for the six months ending June 30, within fifteen (15) days after that date; and for the same period ending December 31, within fifteen (15) days after that date. For this purpose he shall appoint a certified public accountant, who shall make a thorough examination and shall submit a report to the President who shall cause its publication to be made.

Defalcations

Section 3. If said report should show any errors of importance, or defalcation, or misappropriation of funds of the Secretary-Treasurer, it shall be the duty of the President, with the consent of the Executive Council, to suspend such officer; and he shall proceed at once legally to secure the International Mailers Union from loss, and in accordance with the bond of said officer.

Vice Presidents

Section 4. The Vice Presidents shall perform such duties as are set forth in the Constitution and as may be required by law.

Secretary-Treasurer

Section 5. The Secretary-Treasurer shall act as the financial officer of the International Mailers Union, as secretary of the Convention of the International Mailers Union, and the Executive Council thereof.

Conventions

(a) He shall have the report of the officers of the

Articles I, II

By-Laws

knowledging, by postal or otherwise, the receipt thereof to the president of such subordinate union, stating what month the payment is for, the amount and by whom sent.

Publishing of Receipts and Disbursements

- (c) The Secretary-Treasurer shall publish a full monthly statement of receipts and disbursements of all kinds, including accounts of officers and representatives, a list of arrearages of subordinate unions, and if said arrearages are not paid within thirty (30) days the presidents of all such unions shall then be officially notified.

Supplies

(d) He shall furnish subordinate unions with bound copies of the International Mailers Union's traveling cards in books of twenty-five (25) at the rate of two dollars (\$2.00) per book upon application.

Correspondence and Files

(e) He shall conduct all his business, correspondence, etc., in a prompt and systematic manner, keeping files, etc., of all documents, and copies of all correspondence.

Listing of Local Union Officers

(f) He shall publish quarterly in The International Mailer a list of the names and addresses of the Secretary-Treasurers of all subordinate unions along with the time each union has its regular meeting.

Publishing of Executive Council Decisions

- (g) The Secretary-Treasurer shall publish in The International Mailer all decisions of the Executive Council as soon as possible after the same has been made.

ARTICLE II

Executive Council Meetings

- Section 1. Meetings of the Executive Council of the International Mailers Union shall be held on call of the President in such cities, at such place and time as the President shall direct for the transacting of

By-Laws

Articles II, III

such business as may be properly placed before the Executive Council for consideration. The vote of three members of the Executive Council shall at all times be necessary to decide any question, approve or disapprove any matter properly brought before it for consideration and decision.

Members of the Executive Council shall, when directed by the President, act as official representatives at conferences and/or conventions.

Appeals to Executive Council

Section 2. Appeals and other questions requiring action by the Executive Council may be submitted individually to the Executive Council in document form and the vote recorded in the same manner and with the same effect as hereinbefore provided.

Section 3. The Executive Council shall have jurisdiction over and shall decide all appeals against a decision or an action of a subordinate union, all disputes or differences arising between subordinate unions, controversies and differences between employers and subordinate unions.

Executive Council Authority

To Interpret and Enforce Laws and Contracts

Section 4. The Executive Council shall have authority to interpret and enforce contracts and agreements, interpret and construe the laws of the International Mailers Union and subordinate unions; and it shall have authority to enforce such interpretation and construction unless and until reversed on appeal as herein provided. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the International Mailers Union. It shall have such further powers and perform such other duties as may be set forth in the Constitution and other Laws.

ARTICLE III

INVESTMENT OF IMU FUNDS

The Secretary-Treasurer shall, when directed by the

Articles III, IV, V

By-Laws

Executive Council, invest such funds of the International Mailers Union, as are not needed for immediate purposes, in bonds of the United States government or in approved non-taxable state, county, township, city or school bonds, the said investments to be made by the President and Secretary-Treasurer under the order of, and with the approval of, the Executive Council; provided, that such bonds shall be purchased by the President, Secretary-Treasurer and one other member of the Executive Council as trustees for the International Mailers Union and shall be placed in a safe depository by the Secretary-Treasurer, and the President and Secretary-Treasurer (or their successors) as trustees for the International Mailers Union and its members, shall for any breach of said bonds be authorized, in case of the default of said bonds, to bring suit in the name of such President and Secretary-Treasurer as trustees for the International Mailers Union and its members.

ARTICLE IV

FISCAL YEAR

The fiscal year of the International Mailers Union shall commence on the 1st day of January and end on the 31st day of December.

ARTICLE V

MONTHLY DUES OF LOCAL UNIONS

A local union of the International Mailers Union may, by provisions in its local union laws, require as an obligation of membership in the International Mailers Union and in said local union, and as a condition of a member's maintaining his good standing in said local union and in the International Mailers Union, the payment by such member to said local union, at the same time as required by Article VI, Section 1, of the IMU By-Laws, the following membership dues: (i) Initiation or Registration fees and Reinstatement fee; (ii) Monthly fees (Hereinafter referred to as "Dues" or

By-Laws

Articles V, VI

"Monthly Dues"); (iii) Special Dues or Fees" (Hereinafter referred to as "Assessments") in addition to the International dues required by said Article XIII, Section 1 of the IMU Constitution.

ARTICLE VI

Payment of Dues and Receipt Therefor

Section 1. Every member, regardless of the type of membership held, unless otherwise provided in the laws of the IMU, shall pay the particular amount of initiation or registration fees, dues, assessments and reinstatement fees so required of each member, each month on or before the tenth (10th) of each month, and the payment of such monies shall constitute payment of the same for the month in which such are paid; except as to payment of delinquent dues or payment of dues in advance; on the payment thereof the member shall receive from the local union a working card and/or adhesive dues stamps, so cancelled by the proper local officer as to indicate the month for which such dues and assessments have been paid, and such initiation or registration fees, dues, assessments and reinstatement fees as due the IMU shall be forwarded by secretaries of subordinate unions to the Secretary-Treasurer of the IMU on or before the twentieth (20th) of each month.

Receipt

Section 2. Every member must demand, and shall receive on the payment of the proper sum, adhesive dues stamps and/or a monthly working card for each month's dues paid. This card shall show the sum paid for initiation or registration fees, dues, assessments and reinstatement fees as may be levied by the International Mailers Union or the local union, and the date of said payments; and the secretary of the local union shall report regularly each month to the Secretary-Treasurer of the International Mailers Union the amount so collected, specifying the purpose for which

Article VI

By-Laws

payments were made, and showing such amounts for each month in regular sequence. It shall be mandatory for each subordinate union to use the monthly working card and/or adhesive dues stamps with a "dues stamp-working card" as furnished by the International Mailers Union, provided, however, it shall be optional with each subordinate union to choose for use either the monthly working card or the adhesive dues stamps with the "dues stamp-working card," but in every instance an adhesive dues stamp shall be attached to a "dues stamp-working card," or a monthly working card issued for each month's dues paid, and the stamp or card cancelled to show the particular month's dues paid.

Dues Payments by Traveling Card Holders

Section 3. In cases of members holding Traveling Cards and so situated as not to require active affiliation with any subordinate union, they shall retain their membership in the local issuing the Traveling Card and shall forward to the secretary-treasurer of said local union all monies due to the International Mailers Union, but shall not be required to pay local taxes. The secretary-treasurer of said local union shall include in his report to the International Mailers Union such monies as may be due from such members. The amount of monies so received and so forwarded shall be shown on the card issued by the local union in such manner as to indicate the payment of initiation or registration fees, dues, assessments and reinstatement fees.

Delinquency-Suspension for Non-Payment of Dues

Section 4. Members of subordinate unions, or members holding Traveling Cards, shall be considered delinquent if they have not paid their initiation or registration fees, dues, assessments and registration fees on or before the tenth (10th) day of each month in accordance with the laws of the IMU and shall stand automatically suspended on the twentieth (20th) day

By-Laws

Articles VI, VII

of the month for which such monies are due and payable as required, in accordance with the laws of the IMU.

Members suspended for non-payment of initiation or registration fees, dues, assessments and reinstatement fees shall have no standing in the IMU and shall not be entitled to any of its benefits.

Dues Paid by 10th of Each Month

Section 6. Every member who has not paid all initiation or registration fees, dues, assessments and reinstatement fees on or before the tenth (10th) day of each month in accordance with the laws of the IMU shall be considered delinquent, and the member shall not work until he is in good standing.

ARTICLE VII

APPRENTICES

Admission to Local Union After 30 Days

Section 1. (a) Persons selected as apprentices shall be admitted to the local and International Union as an apprentice member on probation after thirty (30) days of employment.

Six Months Probationary Period

(b) The first six (6) months of a person's apprenticeship training shall be considered as a probationary period. At the end of this six (6) months' period apprentices on probation shall make application as a registered apprentice of the local and International Union. Applications for a registered apprentice membership are to be made in duplicate and signed by the applicant on forms provided by the Secretary-Treasurer of the International Mailers Union.

One copy of each application is to be forwarded by the local secretary to the International Secretary-Treasurer. When an application for a registered apprentice membership is received by the International Secretary-Treasurer, he shall publish the full name, age and local union of such application in the next issue of The International Mailer.

Article VII

By-Laws

No local union shall vote upon an applicant for apprentice membership until thirty (30) days after the date of publication. Provided, however, that the publication of the name, age and local union of an applicant for apprentice membership in The International Mailer shall be made separate from the publication of the applicants for journeyman membership, and shall be published under the caption entitled: Applicants for Apprentice Membership.

Vote on Registered Apprentice Application

(c) Where a local union apprentice committee has recommended the admission of an apprentice on probation to a registered apprentice a majority of the members present at a regular meeting, voting by secret ballot, shall be sufficient for the admission of such applicant. Where said committee does not recommend such admission then a three-fourths ($\frac{3}{4}$) vote shall be necessary for the admission of such applicant.

Registration Recorded

(d) Apprentices who are accepted into membership as a registered apprentice shall have their registration recorded with the International Secretary-Treasurer.

Working Cards

(e) Subordinate unions shall use and issue only Apprentice Working Cards as furnished by the Secretary-Treasurer of the International Mailers Union.

Apprentice Training Program

(f) An International apprenticeship training program shall be established which shall be comprised of the following segments:

- i. A course of study of the history of the IMU.
- ii. Information on mechanized mailing equipment with emphasis on the latest improvements. These courses shall include periodical tests, examinations and other media designed to determine the aptitude and progress of the apprentices. This is to supplement

By-Laws

Article VII

the present local apprentice program and be administered by the local apprentice committees.

Oath and Obligation

Section 2. Registered apprentices shall subscribe to the obligation required of all members as set forth in the Constitution.

Apprentice Priority Established

Section 3. Subordinate unions shall grant priority standing to registered apprentices in his or her chapel upon completion of the four (4) year training period; such priority shall be established from date of transfer to journeyman status.

Provided, however, that after an apprentice has served two years and attended twenty-four (24) regular or special meetings, he may establish his priority below the last substitute on the priority list.

Vote on Journeyman Status

Section 4. Subordinate unions may adopt regulations whereby it shall be necessary for a vote to be taken by the membership to transfer an apprentice to journeyman status.

Where the local union has adopted such requirements and the local union apprentice committee has recommended the admission of an apprentice to journeyman membership, a majority of the journeyman members present at a regular meeting, voting by secret ballot, shall be sufficient for the admission of such applicant. Where said committee does not recommend such admission, then a three-fourths (¾) vote shall be necessary for the admission of such applicant.

Privileges of Apprentices

Section 5. Apprentices shall have the privilege of attending meetings of a subordinate union after being admitted as registered apprentice members; such privilege is granted to registered apprentices whereby they shall receive training in the ideals and procedures of

Articles VII, VIII

By-Laws

unionism. Registered apprentices shall not have the privilege of voting at meetings of a subordinate union or in any election or referendum.

ARTICLE VIII

PROVISIONAL AND/OR PROBATIONARY MEMBERS

Section 1. In order to effect and complete the organization of the trade of mailing, there shall be established and created in the IMU a provisional or probationary membership; such provisional or probationary members shall pay initiation or registration fees, dues, assessments and reinstatement fees to the IMU as required by the laws of the IMU, and also such local initiation or registration fees, dues, assessments and reinstatement fees as are established by a local union for provisional or probationary members.

Section 2. Provisional or probationary membership may be granted to applicants employed in newspaper and commercial printing and/or mailing establishments as extras or part time persons engaged in any part of the trade of mailing.

Section 3. A provisional or probationary member who is not in arrears in the payment of his International registration fee, International dues, local registration fee and local dues shall have the right to vote for all International officers and on all International issues.

Section 4. Provisional or probationary members shall not be entitled to a Traveling Card or Withdrawal Card until such time as they become journeymen members; provided, that a provisional or probationary member shall be advanced to journeyman status when such a member has served the requisite time required of an apprentice.

Section 5. Subordinate unions may determine by referendum vote whether or not provisional or pro-

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Articles VIII, IX

bationary members who vote in International elections may vote in local union elections, for local officers, or on local union laws or amendments; or whether or not such members may hold local union office; and the local union may set up local rules, requirements, restrictions, benefits, or privileges which do not conflict with the provisions of this Article and other laws of the International Mailers Union.

Section 6. The Secretary-Treasurer of all local unions shall report each month in his "Monthly Report" to the Secretary-Treasurer of the International Mailers Union the names and other information, as required in such "Monthly Report," as to all such provisional or probationary members; and that all local unions shall issue dues stamps or working cards to provisional or probationary members as issued to local unions by the Secretary-Treasurer of the IMU.

ARTICLE IX

MEMBERSHIP

Acceptance of Traveling Cards

Section 1. No subordinate union shall admit as a member any person who comes from a place where a subordinate union existed at the time of his leaving, unless he can produce a duly attested Traveling Card from said subordinate union; provided, that any such applicant for membership who is unable to produce a Traveling Card from the subordinate union existing in the place from which he has come, may be admitted if no objection is raised, after the subordinate union from whose jurisdiction the applicant comes has been communicated with, and after publication of the name of the applicant in The International Mailer as herein after provided.

Membership Requirements

Section 2. (a) No person shall be admitted to membership in a subordinate union who has not served an

Article IX

By-Laws

apprenticeship of at least four (4) years, except with the consent of the President of the International Mailers Union. The same rigid examination as to the competency and physical fitness of the applicant shall be made by a committee of the local union as is made with respect to the competency and physical fitness of apprentices transferred to active membership, and local unions should prevail on such applicants to stand a physical examination by a registered physician on blanks furnished by the International Mailers Union.

Four Year Training Period

(b) Any person who is admitted to journeyman membership who has not served at least four (4) years of apprenticeship, unless consent was given by the President of the International Mailers Union, shall automatically be expelled.

Membership by Fraudulent Means

(c) A subordinate union may revoke the membership of any member if, upon due trial, it should be established that admission was gained by fraudulent means or upon the basis of false or misleading statements in application for membership.

Insufficient Charter Members

Section 3. (a) Where there is not a sufficient number of mailers employed to secure a charter, application for membership shall be made to the nearest subordinate union of the International Mailers Union.

Unattached Members' Application

(b) Persons eligible for membership who are not attached to a subordinate union or working in its jurisdiction may, with the approval of the Executive Council apply directly to the International Mailers Union for membership. Applicants admitted by the Executive Council under this section shall receive Traveling Cards from the International Mailers Union and shall thereafter be governed by all laws relating to same.

Rejected Applicants

Section 4. Where an applicant for membership or reinstatement is once rejected in a subordinate union, he cannot again make a new application in any subordinate union for a period of six (6) months from the time of such rejection, except by permission of the President of the International Mailers Union.

Vote Required for Journeyman Applicant

Section 5. Where a local union membership committee has recommended the admission of a qualified person for journeyman membership a majority of the journeyman members present at a regular stated meeting, or a special meeting properly called, voting by secret ballot, shall be sufficient for the admission of such applicant. Where said committee does not recommend such admission, then a three-fourths ($\frac{3}{4}$) vote shall be necessary for the admission of such applicant.

Journeyman Registration — Initiation Fees

Section 6. (a) Subordinate unions shall collect, in addition to the local initiation or registration fee of the subordinate union, an initiation or registration fee from each journeyman of \$50.00 for the International Mailers Union.

Apprentice Registration — Initiation Fees

(b) Subordinate unions shall collect a \$3.00 initiation or registration fee from each apprentice member for the International Mailers Union to be forwarded to the Secretary-Treasurer along with the application for registered apprentice membership.

(c) The \$3.00 initiation or registration fee paid by an apprentice shall be credited to his initiation or registration fee of \$50.00 upon his transfer to journeyman status.

**Associate Workers and
Provisional-Probationary Members'
Registration Fees**

(d) Associate workers, provisional and probationary members shall pay initiation or registration fees as deemed advisable by the Executive Council up to a maximum of twenty-five dollars (\$25.00).

Reinstatement Fees

Section 7. For reinstating members suspended for non-payment of dues, the local union shall collect a reinstatement fee of five dollars (\$5.00) for the International Mailers Union and such local and International Mailers Union dues and assessments as were due at the time of suspension, together with such local and International Mailers Union per capita tax, dues and assessments as shall have accrued to the time of reinstatement; and the secretary-treasurer of the local union shall transmit to the Secretary-Treasurer of the International Mailers Union properly segregated by months, all International Mailers Union dues and assessments collected by such subordinate union together with five dollars (\$5.00) reinstatement fee. Members suspended for non-payment of dues while in possession of a Traveling Card may be registered by the Secretary-Treasurer of the International Mailers Union, if such members are not located within the jurisdiction of a local union, upon payment of a reinstatement fee of five dollars (\$5.00) and accumulated dues and assessments as herein provided.

Reinstatement Time Period

Section 8. A member who does not apply for reinstatement as provided in Section 7 within a period of thirty (30) days after date of delinquency forfeits all rights to reestablish continuous membership and can rejoin only by making application as a new member.

Reasons for Denial of Reinstatement

Section 9. A member who, during a period for which he has been suspended from membership, either engages in work at the mailing trade in the jurisdiction of any local union or commits an act unbecoming a union member cannot be re-instated to membership in the IMU but must make application as a new member.

Application for Membership

Section 10. All applications for membership and for reinstatement to membership shall be made in duplicate and duly signed by the applicant on regular forms provided by the Secretary-Treasurer of the International Mailers Union to subordinate unions. One copy of each application must be forwarded by the local secretary to the Secretary-Treasurer of the International Mailers Union. It being provided, however, that the name of every applicant for membership shall be published in The International Mailer, and no local union shall vote upon an applicant until thirty (30) days after the publication has been received by the local union. The requirement of publication in The International Mailer shall not be operative during the process of a strike or during the life of amnesty declared in accordance with the laws of the International Mailers Union.

Oath and Obligation

Section 11. Every applicant upon reinstatement shall be required to take and repeat, before the subordinate union in which he is reinstated, the obligation as required of all new members.

Honorary Members

Section 12. The International Mailers Union in convention assembled shall have authority to confer Honorary Membership upon individuals. Subordinate unions shall not have any authority to confer Honorary Membership upon any person.

Denial of Membership

Section 13. The Executive Council of the IMU shall have power to deny membership to any applicant when it determines that the interests of a local union or the International Mailers Union will be better served by so doing; an appeal from such a decision of the Executive Council can be taken in accordance with the laws of the IMU by such an applicant, a subordinate union or member thereof.

ARTICLE X

APPLICATIONS FOR CHARTER

Section 1. Applications for Charters must be made in accordance with the laws of the International Mailers Union upon the form prepared therefor, and furnished by the Secretary-Treasurer of the International Mailers Union.

Section 2. Any person under the ban of expulsion in a subordinate union shall not become a charter member of another subordinate union.

Approval of Local Union Laws

Section 3. A subordinate union applying for a Charter may be required to submit its Constitution and By-Laws for examination and approval by the President of the International Mailers Union; also a list of its officers and members.

Charter Fees

Section 4. Every person signing on application for a Charter shall pay the sum of Five dollars (\$5.00). Three dollars (\$3.00) of which shall be transmitted to the Secretary-Treasurer of the International Mailers Union in payment for the Charter and outfit provided in its laws.

Names of Original Charter Members

Section 5. A subordinate union does not have the right to erase the names of charter members (who may

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have ceased to be union members for any cause) from their Charters and substitute others in their places. The Charters (as to names) must remain as issued by the International Mailers Union. This shall not operate to prevent a subordinate union attaching to such Charter, or on a separate sheet, a sketch of the delinquency or degeneracy of any party whose name appears thereon as a charter member.

Name and Number of Local Union

Section 6. A Charter shall contain as the official designation of the subordinate union the name of the city or town in which the subordinate union is located and none other, as well as a number issued by the Executive Council of the International Union.

Mergers

Section 7. Where a city is absorbed in another, and a subordinate union exists in both, the smaller subordinate union cannot by vote dissolve itself or surrender its Charter. A Charter may be granted to five or more mailer applicants, and a subordinate union cannot be dissolved while there are that number of members in good standing desirous of retaining the Charter; provided, that with the consent of the Executive Council of the International Mailers Union, two (2) subordinate unions may consolidate by a two-thirds (2/3) vote of the members present and voting at a regular meeting of each subordinate union; and provided further, that thirty days' notice of the proposed vote shall be given at a regular meeting of each subordinate union concerned.

ARTICLE XI

LOCAL UNIONS

Corporate Limits

Section 1. The jurisdiction of local unions shall cover only the corporate limit of the city or town named in charter, but any subordinate union may con-

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sider a place within a radius of one hundred (100) miles of its location, in which place no subordinate union exists, as within its jurisdiction for the purpose of admitting non-unionists in such places to its membership for the purpose of gaining jurisdiction over the work being done by them.

Authority to Extend Corporate Limits

Section 2. The Executive Council of the International Mailers Union shall have power to extend the jurisdiction of subordinate unions to adjoining cities and towns where no union exists, and which are not included in the corporate limits of the petitioning union, for the purpose of enforcing the laws of the International Mailers Union and subordinate unions; provided, that the petitioning union makes satisfactory showing of its ability to properly supervise the additional territory, and enforce its scale and rules in the offices operating them.

Unattached Members

Section 3. The Executive Council shall have authority to negotiate agreements and extend the protection of the International Mailers Union to members outside the jurisdiction of any subordinate union.

Membership in Sister Union

Section 4. Where a member of a local union under the jurisdiction of the International Mailers Union works at another trade or calling of which there is a regularly organized union, such member shall be required to join the union of the latter trade or calling, and abide by its regulations, so far as they are consistent with the laws of the International Mailers Union.

Jurisdiction

Section 5. All classes of mailing, regardless of whether done by hand or power, are part of the mailing trade, and are under the jurisdiction of the International Mailers Union.

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Uniform Application of By-Laws

Section 6. In the application of all By-Laws, there shall be no distinction between newspaper and commercial offices.

Auditors

Section 7. Subordinate unions are required to elect three auditors or select an expert accountant or accountants to examine all the books and records of their financial officers at least once a year.

Quarterly Financial Reports

Section 8. Subordinate unions are required to furnish the Secretary-Treasurer of the International Mailers Union quarterly financial reports (within 30 days following the close of the current financial quarter), as well as the names and addresses of all members of the subordinate union on forms to be furnished by the Secretary-Treasurer of the International Mailers Union, and such other information as may be requested whenever called upon to do so by the Executive Council.

Funds

Section 9. The funds of each local union shall be deposited in a bank or banks in the name of the local union, and money shall be drawn from the account only by checks signed by the president and secretary-treasurer, and only then when both officials are fully satisfied that such money is lawfully and justly due the person (or persons) for whose benefit the check is drawn.

Funds or other securities owned by local unions shall be deposited in safety deposit boxes which can only be opened in the presence of such officers as are provided by local union laws, but no less than three (3), two (2) of whom shall be the president and secretary-treasurer.

When a certified accountant is not employed to make audit, one member of the local auditing committee shall be the third member. Should inaccuracies

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appear in the accounts of the local union, or if the president of the local union has reason to believe there is a shortage or misappropriation of funds, he shall at once report the matter to the President of the International Mailers Union for investigation. In the absence of the president of the local union, and in cases where the offices of president and secretary-treasurer are combined, the vice president shall perform those duties of the president hereinbefore specified.

Information Reports

Section 10. Secretaries of subordinate unions are required to file with the Secretary-Treasurer of the International Mailers Union, upon blanks when furnished by said officer, a detailed statement of population, scale of prices, hours of labor, contracts, and such other particulars as are found to be necessary for the keeping of a proper record at headquarters.

Copies of Contracts

Section 11. Subordinate unions shall, at the time of signing wage agreements or contracts affecting its members, forward five (5) copies of the same to the Secretary-Treasurer of the International Mailers Union, and such additional copies as may be requested from time to time. The Secretary-Treasurer of the International Mailers Union shall furnish the scale committees of local unions with copies of contracts and such other information as he might have that will be helpful to them in the negotiation of new wage agreements and contracts.

Monthly Meetings

Section 12. Subordinate unions should fix a time and date for their regular monthly meetings that will permit members holding situations on seven-day newspapers to attend these meetings.

Union Seal and IMU Labels

Section 13. (a) Each subordinate union shall have a seal to authenticate all documents, which seal shall

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be exactly in design as the Seal of the International Mailers Union, except that instead of the initials IMU in the center thereof, the name (town or city) of said subordinate union, its number and date on which it was chartered shall be inscribed.



(b) Each subordinate union shall have a sufficient supply of International Mailers Union labels, which label may be used on publications or other mailings of employers who have a written contract with the subordinate union. The label shall only be loaned to employers after the employer receives a majority of three-fourths vote in a meeting of the subordinate union after sufficient notice of at least twenty-four hours previous to said vote to all members of the subordinate union. The Executive Council of the International Mailers Union shall approve all offices where labels are to be used. Temporary permission may be granted by the Secretary-Treasurer pending final decision by the Executive Council. A record shall be kept of each office using the labels of the subordinate union and the Secretary-Treasurer. The label shall be oval in design with International Mailers Union and the name of the subordinate union appearing on the label.

Financial Aid to Local Unions

Section 14. Local unions are enjoined from seeking financial aid from a sister local union (or unions)

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unless the consent and approval of the Executive Council of the International Mailers Union is first had and obtained. Local unions are directed to ignore appeals for financial aid unless such appeal has the printed approval of the Executive Council of the International Mailers Union.

Duty to Report Violations of Laws

Section 15. It shall be the duty of presidents of subordinate unions to report to the President of the International Mailers Union all violations of the laws of the International Mailers Union occurring within their jurisdiction.

Organizing Committee

Section 16. It shall be compulsory for the Executive Board of each local union to appoint organizing committees to cooperate with the International officers. The names and addresses of the chairman and members of such local organizing committees must be forwarded to the President of the IMU. Further, said committee shall be required to submit monthly reports to their local union and the President of the International.

Report of Prevailing Conditions

Section 17. It shall be the duty of the secretary of each subordinate union to furnish monthly to the Secretary-Treasurer of the International Mailers Union a statement of all rejections, expulsions, suspensions and reinstatements, and the reasons therefor. Local secretaries shall post, in each chapel, a list of those members suspended each month.

Union Records — Monthly Reports

Section 18. It shall be the duty of each local union to keep a record of all its members in such manner as will permit of the making of monthly reports and furnishing the data provided for in the preceding section.

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Any local union failing to make monthly reports, as provided herein, shall be fined ten dollars (\$10.00).

Political Action

Section 19. With the written permission of the Executive Council of the International Mailers Union, a subordinate union may take political action, when the interest of organized labor as a whole and the craft in particular may be benefitted thereby; provided, no subordinate union shall assess its members for partisan political purposes.

Section 20. It is optional with subordinate unions to impose fines on members for failure to participate in Labor Day parades, when such subordinate unions by a majority vote of the members in good standing, at a regular meeting or a special meeting called for that purpose, shall decide to participate in Labor Day parades.

Amnesty

Section 21. Subordinate unions, acting in conjunction with the Executive Council of the International Mailers Union, have a right to declare a general amnesty for a set period to persons working in the territory under their jurisdiction. Subordinate unions desiring to apply this By-Law must conform to the following instructions:

(1) Permission to accept application, under amnesty must be obtained from the Executive Council of the International Mailers Union.

(2) A resolution requesting such permission must be adopted by the subordinate union, stipulating the period of time such amnesty is to apply.

(3) At the same time the subordinate union may confer organization powers upon local officers or a committee or a representative of the International Mailers Union.

(4) Where such power is conferred and permission

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given by the Executive Council of the International Mailers Union, applicants for membership who are competent workmen may be accepted into membership and obligated without submitting their applications to a vote by the local union.

(5) The power conferred and permission granted by the Executive Council of the International Mailers Union may be restricted by the Executive Council to a particular office or offices, and the Executive Council may impose such further restrictions as in its judgment are necessary for the protection of the interests of the union.

(6) Where a subordinate union does not confer authority as above indicated to its officers or a committee, as provided for in instruction (3), applications must be submitted to a vote of the local union, but the applicant is accepted by a majority vote instead of a three-fourths vote.

(7) That in unorganized territory and in offices over which the local union exercises no jurisdiction, representatives of the International Mailers Union may be authorized by the Executive Council thereof to obligate applicants under the same conditions as those applying to local unions operating under general amnesty.

Assessments

Section 22. Proposals to increase or decrease local dues or levy a special local assessment may be adopted by such majority as local laws provide only by referendum vote of six-month members. Ballots shall plainly explain necessity for the proposed change. Whenever it is proposed that special assessments shall be made for more than one purpose, each proposition must be voted upon separately. Provision must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the mailing trade in a manner that is equitable.

Correspondent To Mailer

Section 23. Subordinate unions may elect or appoint a correspondent to report matters of interest to the craft and conditions of the trade which shall be published in the International Mailer. Said report shall be sent to the office of the Secretary-Treasurer, and same may be edited by the Secretary-Treasurer of the International Mailers Union, subject to the approval of the Executive Council, if said report contains words of profanity, remarks that are considered libelous, or subject matter which can be considered as derogatory to the best interest of the union. Only union-elected or appointed correspondents shall submit articles for publication in the Mailer.

Financial Bonds

Section 24. (a) The financial secretary of each subordinate union shall execute a bond in an amount not less than \$1,000 but of an amount designated and approved by the subordinate union, which bond shall be executed on forms provided by the Secretary-Treasurer of the International Mailers Union and forwarded to the Secretary-Treasurer thereof; said bond shall be paid for by the subordinate union on a basis and at rates as decided upon by the Executive Council of the International Mailers Union, and all premiums therefor shall be kept in a separate bond fund; losses on said bonds shall be paid only from said bond fund.

(b) All subordinate unions having assets and/or annual financial receipts in excess of \$5,000 shall cause its local secretary-treasurers, business representatives and others who handle funds and property of the local union upon assuming office to immediately procure a suitable surety bond, in an amount deemed sufficient by said local union's Executive Committee. Said bond must be procured from a recognized bonding company authorized to do business in the United States, a copy of which shall be kept on file at the Secretary-Treasurer's International Office. The original shall be retained by the local union.

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The International Executive Council may direct the increase or decrease in the amount of the bond when it deems it necessary and advisable.

Any local secretary-treasurer or business representative or others, failing to obtain or secure or provide a suitable surety bond satisfactory to the Secretary-Treasurer of the International Office or the Executive Council shall automatically be deprived of holding any office for which a bond is required. Local officers failing to comply with this section shall subject the charter of such local union to suspension or revocation. The President or the Executive Council shall be empowered to suspend or revoke the charter of such local union for failure to comply with this section.

It shall be the duty of the Secretary-Treasurer of the International Mailers Union to notify the members of the Executive Council whenever said fiduciary officer(s) fails or refuses to comply with provisions of this section and upon such notification the Executive Council shall notify said officer(s) to comply with said bond requirement within thirty (30) days or be summarily removed from office. Further, no local union shall receive financial assistance from the International Mailers Union unless said officers of said local union have been bonded in accordance with these provisions.

Disputes—Arbitration

Section 25. When disputes arise between subordinate unions, or a subordinate union and employer, which cannot be adjusted after conference between the parties at issue, the matter may be settled by arbitration (by mutual agreement).

Laws Not Arbitrable

Section 26. No law of the International Mailers Union shall be submitted to conciliation or arbitration.

Contract Disputes

Section 27. Contracts between local unions and employers are collective agreements in which the local union as such is a contracting party with an employ-

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er or association of employers. It is the obligation of the local union to observe and enforce the terms of the contract. The local union as a contracting party has authority to determine differences between its members concerning their rights under the contract, subject to appeal as prescribed by the laws of the International Mailers Union.

Where the local union has by contract prescribed a method of determining differences between the employer and the local union as to interpretation and enforcement, such method shall be followed; provided, the laws of the local union not affecting wages, hours or working conditions and the laws of the International Mailers Union shall not be submitted to arbitration or conciliation.

When the contract between the local union and the employer does not provide a method for the adjudication of differences as to interpretation and enforcement, the employer may require the International Mailers Union to interpret the obligations of the local union, provided said contract has been approved by the President of the International Mailers Union as conforming to the laws of the International Mailers Union.

Approval of Contracts

Section 28. No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with the International Mailers Union laws and approved by the President of the International Mailers Union. No member holding active membership in any local union shall sign an individual or private contract with any employer, agreeing to work for any stated length of time, wages or working conditions. The subordinate union alone has the power to contract for conditions, wages and hours.

Approval of Contract Proposals

Section 29. Subordinate unions are required to submit to the President of the International Mailers Un-

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ion, for review and approval, as to compliance with requirements of the laws of the International Mailers Union, all proposals for a new contract, or the alteration, amendment, or extension of an existing contract, before presentation to any employer or association of employers. In the event of the failure of any local union to comply with the provisions of this section, no International assistance shall be extended to the local union involved during the negotiations with respect thereto, and the local union officers shall be subject to suspension or other disciplinary action by the Executive Council.

Violations of Contract

Section 30. Violations of contracts or scales of prices on the part of an employer or his representative should be brought to the attention of the foreman in charge of the department, and if not satisfactorily adjusted, are to be taken up by the officers of the subordinate union and the employer.

Overtime Rates

Section 31. Local unions shall incorporate a clause in their scale which provides for the payment of overtime at the rate not less than price and one-half, based on the hourly wage paid.

Full Shift Pay

Section 32. Subordinate unions, when making contracts or wage agreements, must insert a clause therein providing that in newspaper and commercial offices no member when employed shall be paid less than a full shift except when discharged for cause or when excused at the member's own request.

Disposal of Extra Work

Section 33. The International Mailers Union delegates to subordinate unions authority to establish in contracts provisions governing the disposal of extra work. In filling regular situations, contracts must pro-

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vide substitute oldest in continuous service shall have prior right in filling of the first vacancy.

Machinery—Jurisdiction

Section 34. It is the unalterable policy of the International Mailers Union that all mailing work or any machinery or process appertaining to mailing and the preparations therefor belongs to and is under the jurisdiction of the International Mailers Union. Subordinate unions are hereby directed to reclaim jurisdiction over and control of all mailing work or any machinery or process appertaining to mailing and the preparations thereof now being performed by non-members.

Vacation Proposals

Section 35. Subordinate unions shall incorporate in proposed contracts and wage agreements a clause providing for annual vacations with pay. Where vacations have been established by contract, the elimination of such provisions shall not be subject to conciliation or arbitration.

Day and Night Work Hours

Section 36. Subordinate unions must incorporate in contracts a provision fixing the hours designating day work and night work. Day work shall begin at 7 a.m. and end at 6 p.m. Night work shall begin at 6 p.m. and end at 7 a.m. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

Severance Pay Proposals

Section 37. Subordinate unions must incorporate in all proposed contracts a provision for severance pay of not less than two weeks for all members affected by a suspension or suspensions.

Insurance and Pension Plans

Section 38. Subordinate unions must incorporate in

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proposed contracts and wage agreements a clause that employers shall provide and issue appropriate pension and insurance plan for all mailers, said plan to contain life, health, accident, and hospitalization policies and a pension program, and such proposals on the part of subordinate unions shall provide that the cost thereof be contributed by the employer.

Industrial Safety

Section 39. All subordinate unions shall incorporate in any proposed contract, a clause setting forth specific and detailed provisions for the industrial safety of all members working in the various mailing departments to be covered by the proposed contract.

Section 40. In the application of all General Laws, there shall be no distinction between newspaper and commercial offices.

Compliance with Federal Labor Laws

Section 41. All subordinate unions by and through their local officers are directed to take whatever steps are necessary to cause their respective local unions to be in compliance with the Reporting and Disclosure Act of 1959 and each local secretary shall inform the IMU Secretary-Treasurer, in writing, that the local union is in compliance with said Act.

A duplicate copy of the annual financial report required by the Bureau of Labor-Management Reports shall be forwarded to the office of the International Secretary-Treasurer.

ARTICLE XII

INITIATING A PROPOSITION BY A LOCAL UNION

Any subordinate union intending to initiate a proposition to other subordinate unions for endorsement must first give notice of such a proposition as well as read the same at a meeting previous to the meeting said proposition is to be submitted to a vote of the

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members of the subordinate union assembled, and if the proposition is adopted by a majority of those voting at a meeting, then the proposition shall be submitted to a referendum vote of the subordinate union, and if the proposition is adopted by a majority of those voting in the referendum, it can then be submitted for endorsement to other local unions.

ARTICLE XIII

RIGHTS AND DUTIES OF MEMBERS APPLYING FOR WORK

Section 1. In offices under the jurisdiction of the International Mailers Union the foreman is the only person to whom to apply for work, and any person securing work, or attempting to secure work in any department under the jurisdiction of the foreman in any other manner than by application to said foreman shall be deemed guilty of conduct unbecoming a union man, and, upon conviction before a trial board, shall be suspended or expelled, as three-fourth (¾) of the members, present at a regular meeting and voting, may determine; provided, that nothing in this section shall be construed to conflict with the rights of members holding situations to employ competent substitutes without consultation or approval of foreman.

Influence or Control of Legislation

Section 2. It shall be unlawful for any member of any subordinate union of the International Mailers Union to belong to any secret organization, oath-bound or otherwise, the intent or purpose of which shall be to influence or control the legislation or the business of such local union or of the International Mailers Union, the selection or election of officers of such local or International Mailers Union, or the preferred or other situations under their jurisdiction.

Any member guilty of a violation of this section shall, upon conviction of a first offense, be deprived of the right to hold office in the local or the International Mailers Union; and upon conviction of a second offense, shall be expelled.

Accepting Employment in Two Offices

Section 3. A member with established priority standing in any office cannot accept employment in another office; provided, subordinate unions to meet emergencies may adopt regulations whereby members with established priority standing in any office may with permission of the local union or the president thereof accept work in another office without loss of priority standing.

Misappropriation of Funds

Section 4. Any member of a subordinate union having wronged a sister union by the misappropriation of funds shall have his card revoked by the union of which he is then a member, upon such union being notified of the misappropriation, under seal of the union, unless the delinquency is paid and forwarded to the union in which he is a defaulter.

Ratting

Section 5. A member of a subordinate union engaging to take a situation in the jurisdiction of another subordinate union at a lower rate of wages than the scale of prices of the latter subordinate union calls for, is guilty of "ratting," even though the situation may not be obtained.

Application for Position of Another

Section 6. It shall be unlawful, punishable by expulsion, for a member of the International Mailers Union to make application for the position of another member of the International Mailers Union in any office.

**Secret Ballot Vote Required
For Alteration of Scale**

Section 7. When a vote is taken in a meeting of a subordinate union on a reduction of a scale, alteration of a scale, or any dispute as to the construction of a scale, or in relation to the surrender of a Charter, it must be by secret ballot, with white and black balls provided for the purpose — the white balls meaning

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"yea" and the black ones "nay". Any subordinate union violating this law shall be fined ten dollars (\$10.00) for the first offense, and for the second offense its charter shall be suspended by the Executive Council of the International Mailers Union, subject to the approval of the next convention of the International Mailers Union.

Eligibility to Vote on Contracts

Section 8. No member of a subordinate union shall be entitled to vote on a proposed change in the scale of prices unless he has been a member of said union for the previous six (6) months, and is in good standing, except when the subordinate union has been in existence for a shorter period; and it shall require a three-fourths vote, by secret ballot, of such qualified members present at the meeting to change an established scale of prices.

Scale Committee Recommendations and Counter Proposals

Section 9. It shall require a majority vote at a regular meeting, or a special meeting called for such purpose, to adopt a recommendation of a scale committee or to accept a counter-proposal received through conciliation.

Chapel Action — Limited Authority

Section 10. Members of a subordinate union, even though they constitute a majority of such union, have no right in chapel meetings to take action amending, suspending, or in any way affecting the laws or contracts of such unions.

Formation of Chapels

Section 11. In all offices in which there are three (3) or more members employed, a chapel shall be organized and a chairman elected. In case of failure or refusal of a chapel to elect a chairman, it shall be the duty of the local president to appoint a member to act as chairman. The chapel chairman shall be recognized as the representative of the union in the chapel over which he presides, and it shall be his

duty to report to the president of the local union any violation of union law or provisions of the contract. Failure to perform the duties of the office shall render a chapel chairman liable to such penalty as the local union may apply in accordance with the laws governing charges and trials.

ARTICLE XIV**AUTHORITY OF IMU PRESIDENT TO APPOINT TRUSTEES AND DUTIES AND OBLIGATIONS OF LOCALS UNDER TRUSTEESHIP**

Section 1. (a) If the President has personal knowledge or receives written information which leads him to believe that any of the officers of a local union or other subordinate body are dishonest or incompetent, or that such organizations are not being conducted in accordance with the Constitution and laws of the International Mailers Union or for the benefit of the membership, or being conducted in such a manner as to jeopardize the interests of the International Union he may appoint a temporary Trustee to take charge and control of the affairs of such local union; provided, however, that upon the appointment of such temporary Trustee the President shall set a time and place for a hearing for the purpose of determining whether such temporary trusteeship shall forthwith terminate or continue, which hearings shall commence within thirty (30) days after the appointment of such temporary Trustee.

Adequate notice, at least 10 days prior to the date of hearing, shall be given to the local union. In the case of all hearings conducted pursuant to or after the establishment of a trusteeship, the President shall have power to deputize a representative to act for him in such matter. Such representative shall make his recommendations to the President, orally or in writing within 10 days after the completion of the hearing, and the decision in the case shall be made by the President himself, which decision shall be made within 10 days after such recommendations are received by him

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and such decision shall be promptly transmitted to the local union unless otherwise provided for in this section. All other decisions of the Trustee shall be subject to appeal to the Executive Council.

Appeals from determinations following such hearings may be taken directly to the Executive Council. Decisions of the Executive Council may be appealed to the convention by the local union. Procedures on appeals under this section, insofar as is consistent with this section, shall be governed by the provisions of Article XXIII, Section 26 of the IMU By-Laws.

(b) The Trustee shall be authorized and empowered to take full charge of the affairs of the local union, to remove for the period of his trusteeship any or all officers and appoint temporary officers during his trusteeship, and to take such other action as in his judgment is necessary for the preservation of the local union and their interests. He shall report from time to time on the affairs and transactions of the local union to the President. His acts shall be subject to the supervision of the President. The President may remove Trustees at any time and may appoint successor Trustees.

(c) The suspended officers shall turn over all monies, books and property of the local union to the Trustee, who must receipt for the same.

(d) Temporary officers and Trustees must be members in good standing of local unions in good standing. They must give bonds for the faithful discharge of their duties, satisfactory to whoever appointed them, which shall not be less than the amount of money they are apt to handle.

(e) The Trustee shall take possession of all the funds, books, papers and other property of the local union and tender a receipt for same. He shall pay all outstanding claims properly proved, if funds are sufficient. If the funds are not sufficient he shall settle the most worthy claims, as his judgment dictates, unless otherwise provided for in this Constitution. When the Trustee recommends self-government

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be restored, or when the local union involved petitions for such restoration (provided that no such petition shall be presented at intervals of less than six months), and such restoration is approved and ordered by the President, or when the President himself directs that self-government be restored, the Trustee shall return all funds, books, papers and other property to the local union.

Hearings on petitions for restoration of self-government shall be accorded and shall be commenced within thirty (30) days after receipt of petition, and shall be held in the same manner as provided in Section 1 (a) of this Article relative to hearings on initial appointment of trustees. In the event the charter of the local union is suspended or revoked, all its funds, books, papers and other properties shall be forwarded to the Secretary-Treasurer, who shall hold it in trust for the purpose of reorganization.

ARTICLE XV

RETURN OF FUNDS, BOOKS AND PROPERTY UPON REVOCATION OR DISSOLUTION OF CHARTER

Section 1. When the charter of a local union is revoked, the local union or its officers shall be required to turn over all books, documents, property and funds to the President or his representative, or to the International office and should a local union secede, disaffiliate or dissolve or be dissolved, or suspended or forfeit its charter, then all books, documents, property and funds shall likewise be turned over to the President, or his representative, or to the International office to be held in trust until such time as the local union may be reinstated or reorganized.

REORGANIZATION

Expenses Incurred in Recovering Property and Funds Are Chargeable to Funds or Property Recovered

Section 2. Whenever a local union secedes, disaffiliates or dissolves, or its charter is suspended or

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revoked; all expenses of whatever nature, incurred by the International in recovering such records, property and funds, shall be a lawful charge upon the property and funds involved, and on recovery thereof, the International shall reimburse itself from the property and funds recovered.

All property and funds shall be held in trust by the International until reorganization has been effected and shall be returned to the local when the same has been reorganized. If no reorganization is effected within a one-year period, then all properties and funds of such local union shall become the property and funds of the International Mailers Union. Re-organization shall be effected by and under the direction of the International.

ARTICLE XVI

IMPEACHMENT

Any officer of the International Mailers Union or subordinate unions may be impeached and removed from office by the Executive Council and if the charges are proven said officer shall be disqualified to further discharge the duties of his office and the vacancy shall be filled in accordance with the laws of the International Mailers Union or subordinate union.

In the event of the suspension of any elected International or subordinate union officer, by the President, or impeachment by the Executive Council, the officer so suspended or impeached shall be furnished with a detailed statement of the reasons for such action.

A board composed of the Executive Council in the case of impeachment of a subordinate union officer, or the presidents of the five subordinate unions which have paid per capita tax upon the largest number of members during the fiscal year preceding such suspension or impeachment in the case of the impeachment of an International Officer, shall constitute a trial board to try such officer upon the charges presented.



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The decision of said trial board shall be rendered within thirty (30) days from date of suspension or impeachment and shall be the decision of this International Union, subject to appeal to the next succeeding convention.

ARTICLE XVII

RECALL OF LOCAL UNION OFFICERS

Section 1. Any member of a subordinate union may initiate a recall petition for the purpose of recalling an officer(s) in said subordinate union.

Section 2. The presentation of a petition to any member of the executive board of the local union signed by members in good standing totaling at least forty per cent (40%) of the number of votes cast for the office for which a recall is petitioned shall cause said Union to submit the question of recall to a referendum vote of the membership.

Section 3. Upon the presentation of such a petition the membership shall convene for a meeting not more than ten (10) days from said presentation for the purpose of setting a date for said referendum vote which shall be held not later than two (2) weeks from the date of presenting said petition.

Section 4. In the event a majority of those voting by referendum on the question of recall votes to recall the officer involved then such office or offices shall be declared vacant and a special election ordered to fill same within thirty (30) days thereafter. The date and time of said special election to be determined in advance at the same meeting which the recall petition was submitted to referendum.

Section 5. Petitions for the recall of any officer shall contain: (a) the original date of issue, same to be communicated to the secretary-treasurer of the local union for the Union's records; (b) the reasons for the presentation of said recall petition; and (c) space for signatures of members. Provided, no recall

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petition shall be in order or considered for action by the Union after a period of forty-five (45) days from its original date of issuance as recorded by the secretary-treasurer.

ARTICLE XVIII

QUALIFICATIONS TO RUN FOR LOCAL UNION OFFICE

Section 1. Members of established subordinate unions who desire to be candidates for local union office (President, Vice-President, Secretary-Treasurer, Executive Board) shall have the following qualifications:

(a) In continuous good standing as a journeyman and a member of the local union including time served as an apprentice at least one (1) year previous to the local union's nomination meeting; (b) Attended one half ($\frac{1}{2}$) of local union meetings, regular or special, in the year immediately preceding the nomination meeting of said local union, unless excused by vote of the local union or working on union business. Local unions may require other local officers to qualify under these same conditions.

Local Election Results

(c) The results of the local election shall be transmitted to the President and Secretary-Treasurer of the IMU not later than one week after said election is held.

At the same time, individuals elected to the principal union offices, shall file a pledge of fidelity with the Secretary-Treasurer upon forms supplied by said officer. Refusal to sign shall be cause for suspension from office.

Eligibility Period

Section 3. No member of a subordinate union shall be entitled to vote in the local's election of local officers unless he has been a member of that local union for the previous six (6) months, and is a member in good standing, except where the subordinate union has been in existence for a shorter period of time.

**ARTICLE XIX
STRIKES AND LOCKOUTS
Authorization**

Section 1. When a controversy develops between a subordinate union and an employer or association of employers, which may result in a strike or lockout, the President of the International Mailers Union shall be notified.

The president of a subordinate union may so notify the President of the International Mailers Union on his own initiative if a sufficient emergency arises, or the president of a subordinate union may be ordered to so notify the President of the International Mailers Union that a controversy has developed or an emergency exists between a subordinate union and an employer or association of employers, upon the adoption of a motion to such effect by a majority vote of those voting at a regular or special meeting of a subordinate union.

Either in person or through a representative, the International President shall investigate the cause of disagreement and endeavor to arrange a settlement. He shall present to the subordinate union the most acceptable basis of settlement he is able to secure, which shall be accepted or rejected by majority vote by secret ballot in a meeting or referendum as directed.

If a settlement is not reached, the International President shall report to the Executive Council of the International Mailers Union which in turn shall report to the subordinate union with its recommendations. If the subordinate union desires permission to take a strike vote its request must be adopted by three-fourths ($\frac{3}{4}$) vote by secret ballot of members present and voting at a meeting.

The subordinate union shall then transmit to the Executive Council of the International Mailers Union a detailed statement of its demands for which it desires to strike and should a majority of the Ex-

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cutive Council deem a strike advisable or necessary the subordinate union may be authorized to proceed in accordance with Section 2 of this article.

Vote Necessary for Strike Action

Section 2. When a strike has been authorized by the Executive Council of the International Mailers Union a vote by referendum may be ordered, or the president of the subordinate union shall, within a time fixed by the Executive Council of the International Mailers Union, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon, and no member shall vote on such question unless he is in good standing and has been a member of said union for the preceding six (6) months. Should three-fourths ($\frac{3}{4}$) of such members present decide by secret ballot in favor of a strike the president of the subordinate union shall immediately notify the Executive Council of the International Mailers Union that a strike has been inaugurated and give all available information, including number of members involved.

Unauthorized Strike

Section 3. Whenever a strike occurs without the sanction of the Executive Council of the International Mailers Union, the Council must immediately disavow the illegal strike and notify all subordinate unions to that effect. Protection shall be guaranteed to all members who remain at, accept or return to work in offices affected by the illegal strike, as specified in Section 8.

Any officer or member of a subordinate union who shall suppress or conceal from his union or the Executive Council of the International Mailers Union any official information concerning a strike, or a proposed strike, shall upon conviction by the local union or the Executive Council of the International Mailers Union be suspended or expelled.

Section 4. A strike or lockout of any branch or craft of the International Mailers Union authorized by the Executive Council thereof, shall apply alike to each

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and every union, craft and individual working under said jurisdiction in the office or concern involved.

Should a majority of said subordinate union fail to support a proposition to strike, the aggrieved union may take an appeal to the Executive Council of the International Mailers Union and, if after being furnished with statements from all parties concerned, a majority of the members of that body believes the inauguration of a strike absolutely necessary, the President of the International Mailers Union shall in person, or by proxy, again attempt to effect a settlement with employers and if unsuccessful shall, through the officers of the various unions, order a general strike of all members of the International Mailers Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled.

Consultation with Allied Crafts

Section 5. In case of impending trouble involving allied crafts, the Executive Council of the International Mailers Union shall call into consultation the president or presidents of unions of such crafts.

Cessation of Strike

Section 6. A strike or lockout of any subordinate union may be declared off by a majority vote of the union. In case of a strike or lockout, where more than one craft is involved, settlement may be made by a majority vote of all crafts involved. In making settlement all crafts involved shall be parties thereto, each to have due consideration.

Authorized Strikes

Section 7. It is imperatively ordered that no strike or lockout shall be deemed legal, or money expended from the defense fund on that account, unless the strike or lockout shall have been authorized or recognized by the Executive Council of the International

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Mailers Union; but should a strike, lockout or reduction of wages be forced on a subordinate union without an opportunity to carry out the provisions of Sections 1 and 2, said union shall be entitled to the full privileges of the defense fund, if any.

Section 8. To affect union men prejudicially to their standing in the union who remain at work in an office where any number of the union men in such office have struck work on what they deem good grounds for such action, the strike must have been authorized in accordance with Sections 1, 2 and 4 of this law. Unless so authorized, those remaining at work are not liable to charges of violation of any union law.

Section 9. When there shall have been a strike ordered in accordance with the laws of the International Mailers Union all union men shall be deemed to have been notified.

Strike Benefits

Section 10. If there is a Defense Fund in existence when a strike has been inaugurated in accordance with the provisions of this Article and authorized by the Executive Council of the International Mailers Union, there shall be paid to the order of the President and secretary-treasurer of the subordinate union involved whichever sum is greater, \$50.00 per week or fifty percent (50%) of the basic day scale for each member on strike, the same to be effective as of the eighth (8th) calendar day of the strike. Payment of benefits may be discontinued at such time as the Executive Council of the International Mailers Union deems wise and names may be added to or removed from the strike roll at the discretion of the Executive Council.

Associate workers shall be paid in proportion to the amount of dues paid into the Defense Fund. Viz: Twelve Dollars and Fifty Cents (\$12.50) per week for each monthly payment of Twenty-Five Cents (\$.25.)

Added Local Strike Benefits

Section 11. No subordinate union shall be allowed to increase the statutory benefits without the sanction of the Executive Council of the International Mailers Union, unless the said subordinate union pays such increase out of its own treasury.

Strikers Must Report Daily

Section 12. No member of a subordinate union on strike shall be entitled to the weekly benefit unless he reports daily to the proper officer of the subordinate union while the strike continues. Any member refusing work while out on strike shall be debarred from all benefits under the law, and for each day's work performed, after the first shift, one-fourth ($\frac{1}{4}$) of the member's regular strike benefit for that week shall be deducted.

Use of Strike Funds

Section 13. All monies received by a subordinate union from the International Mailers Union shall be used, with the approval of the Executive Council, in supporting men on a strike or lockout, in assisting their removal to other cities, paying the necessary expenses of the conflict, and prosecuting strikes in such further manner as the subordinate union interested and the Executive Council of the International Mailers Union shall deem advisable.

Where members, or applicants for membership, have been deprived of their usual opportunity for work because of union organizing activities or the shut-down of a plant caused by a strike of another union, it may be considered a defense expenditure for the Executive Council to pay such members the equivalent of strike benefits as special assistance for such time as may be determined by the Executive Council, provided such payments are legal.

Weekly Report of Strike Benefits

Section 14. During the continuance of a strike the

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executive board of a subordinate union shall make weekly reports to the Secretary-Treasurer of the International Mailers Union, showing the amount of money distributed for benefits, number of beneficiaries — heads of families and single persons, union or non-union — and all other facts that may be required. All monies from the International Mailers Union remaining unused by the local union shall be returned to the Executive Council of the International Mailers Union.

Strikes — New Locals

Section 15. No strike shall be inaugurated by a subordinate union prior to at least one year after the issuance of its Charter unless, after investigation, the Executive Council determines that granting of strike sanction will effectuate proper recognition and/or contract settlement.

General Strikes

Section 16. In the event of a general strike in any city or town where several offices are involved, no union force of men shall refuse to work for a proprietor who agrees to pay the scale if they have the consent of the local union.

ARTICLE XX

TRAVELING CARDS

Granting and Acceptance

Section 1. Members in good standing who are desirous of leaving the jurisdiction of a subordinate union to which they belong shall be entitled to receive the International Mailers Union Traveling Card, which shall be furnished upon the payment of all financial obligations. A member accepting such Card severs all connections with the subordinate union, except as provided in the By-Laws. Where Traveling Cards are withdrawn and returned to the local union issuing same more than twice in thirty (30) days, a charge of

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twenty-five cents (25 cents) each shall be made for all Cards issued after the first.

Cause for Refusal to Issue

Section 2. A subordinate union cannot be compelled to grant a Traveling Card to a member who is financially indebted to the local union for dues, assessments, or for loans granted by the union, either from its treasury or from relief funds, societies, associations or a state or federal chartered credit union, financed and/or conducted in whole or part by the local union.

Form

Section 3. The said Traveling Card shall be in words as follows:

"This is to certify that
....., the bearer hereof, whose
signature appears in this certificate, is a member
in good standing of the International Mailers
Union and is entitled to the friendship and good
offices of all unions under the jurisdiction of
the International Mailers Union.

"The bearer has paid all dues, assessments and
per capita tax due to the International Mailers
Union for the months of 19

"Social Security No.

"Given under our hands and seal of
Mailers Union No. this day
of 19

(SEAL)

.....
President

.....
Secretary

.....
Member

Countersigned

.....
Secretary-Treasurer

INTERNATIONAL MAILERS UNION."

This Card expires in two (2) months from the time it shows dues and assessments to have been paid the International Mailers Union. It may be renewed within two (2) months after its expiration.

Any member of the International Mailers Union shall be suspended when two months in arrears for local or International dues or assessments.

Suspended members may be reinstated as provided in the laws of the International Mailers Union.

The reverse side of said card shall contain these words:

"Deposited with Mailers Union
No. on the day of"

Section 4. Any member receiving such card shall deposit the same with the proper subordinate union officer when accepting work within the jurisdiction of a local union; provided, this shall not prevent sister unions located within a radius of twenty-five (25) miles mutually agreeing to recognize each other's current working card for a period of thirty (30) days. Any member neglecting his duty as prescribed in this section may be tried for violation of the union laws, and, upon conviction, be punished as deemed just by the local union in whose jurisdiction the offense was committed.

Local Unions Must Accept

Section 5. The secretary-treasurer of a subordinate union shall receive an International Mailers Union Traveling Card at anytime if the Card be clear and within date and no charges pending against the holder.

No Local Voted Permitted On Acceptance

Section 6. After obtaining a Traveling Card from a subordinate union, the member shall deposit the Traveling Card with the secretary-treasurer of the local if available and if the secretary-treasurer is not available the Card may be deposited with the local president. No subordinate union shall vote on the acceptance or rejection of a Traveling Card that is clear and in good order.

Section 7. International Mailers Union Traveling Cards must be received (if clear and within date), notwithstanding the fact that charges may be pending in a sister union against an officer of the union issuing the same; provided, such charges were not made known to said union previous to the issuance of such Card.

Payment of Dues

Section 8. Any member taking a Traveling Card from his local union shall, for all purposes, continue to be a member of that union until the Traveling Card is accepted by another local union.

Pending the acceptance of the Traveling Card by another local union, the member holding the same shall remain upon the roster of members of the local union issuing the Traveling Card and shall continue to pay all dues and assessments to that local union, and shall enjoy all the rights and privileges of membership therein; provided, however, that in the event a member does not deposit a Traveling Card with another local union or return the same to the local union from which it was issued within 30 days after the date of issuance thereof, then thereafter such person who holds a Traveling Card shall no longer be a member of the local union that issued the Traveling Card and he shall thereafter pay all dues and assessments direct to the Secretary-Treasurer of the International Mailers Union and shall continue to do so until he has deposited his Traveling Card in accordance with the laws of the IMU and Article VI, Section 3, and Article XX,

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Section 18. of the By-Laws shall stand changed accordingly.

Section 9. A member transferring from one local union to another shall be responsible for the payment of dues to the local union to which he transfers as of the month of his acceptance into that union.

"Unfair" Holder

Section 10. It is contrary to union principles for any person holding an International Mailers Union Traveling Card to go to work in a town or city where no union exists, during the process of a strike, without the consent of the parties engaged in such strike, or the consent of the Executive Council of the International Mailers Union, and the subordinate union issuing such Traveling Card has the power, upon sufficient proof being furnished, to revoke it and publish the holder thereof as an unfair man.

Denial If Charges Pending

Section 11. A subordinate union cannot be compelled to grant a Traveling Card to a member against whom charges are pending.

Local Union Seal Authenticates

Section 12. All Traveling Cards issued by a subordinate union must have the seal of the issuing union stamped thereon and all signatures, dates and names shall be in ink.

Member's Signature Authenticates Traveling Card

Section 13. When the secretary-treasurer of a subordinate union issues a Traveling Card, he shall require that the member receiving such Card shall place in the blank provided for that purpose his (the member's) signature in the presence of the secretary, and the secretary receiving a Traveling Card shall require the holder to sign his name on the back of said Card for comparison, and should there be a discrepancy in the signature the secretary shall take up the Card pending investigation. Any violation of this section shall be punishable by a fine of five

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dollars (\$5.00). This shall not apply to Cards forwarded by mail.

Date of Deposit

Section 14. All Traveling Cards deposited with the local union shall be endorsed with the date of deposit and the name and number of the union and forwarded to the Secretary-Treasurer of the International Mailers Union.

Validation Remains If IMU Secretary Changes

Section 15. A change in the Secretary-Treasurership of the International Mailers Union does not invalidate a clear Traveling Card within date signed by a former Secretary-Treasurer. The blank cards furnished subordinate unions are good until used if the subordinate union remains in existence as a part of the International Mailers Union.

Suspended Local Cannot Issue

Section 16. Traveling Cards issued by a subordinate union after its Charter has been suspended or revoked shall not be honored by local unions, but any member of such a local union, upon furnishing the Secretary-Treasurer of the International Mailers Union with sufficient proof of membership, shall upon the payment of all arrearages to the International Mailers Union be entitled to receive a Traveling Card from the Secretary-Treasurer of the International Mailers Union.

Sufficient Number Require Charter

Section 17. When in the opinion of the Executive Council there is a sufficient number of members in a city working on Traveling Cards and the best interests of the organization shall be subserved thereby, they shall be directed to apply for a charter and organize a local union.

Good Standing — Suspension

Section 18. Where a union member who has been for a length of time working in a jurisdiction where there is no local union and his Traveling Card has

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expired by limitation, where he presents his Card to the local union issuing same for renewal, such union, on the payment of accrued per capita tax, dues and assessments to the International Mailers Union, provided such time does not exceed one month, shall promptly renew such Card (and no local fees whatsoever shall be chargeable,) provided the application for renewal be accompanied by satisfactory evidence that the applicant has not in the meantime been guilty of any anti-union conduct.

Any member holding a Traveling Card shall stand suspended as provided in these By-Laws, when two months in arrears for dues and assessments to the International Mailers Union, and must be reinstated as provided in these By-Laws. Nothing herein shall be held as preventing such member from making application as a new member if he so elects; and the financial secretary of the subordinate union shall report to the Secretary-Treasurer of the International Mailers Union of all collections made for arrearages for each month in sequence. No dues, assessments or fees of any kind can be collected for any one month unless the indebtedness for all previous months has been liquidated.

Should the union issuing such Card have in the meantime ceased to exist, it is the right of the union man holding such Card to have it accepted by any subordinate union on his showing to the satisfaction of such subordinate union that his record has been a clear one since the date of issue of such Card, this subject to other provisions in the law.

Unexpired Traveling Cards must be renewed by local unions, on presentation by the holders of satisfactory evidence of union conduct, and the payment of all per capita tax, dues and assessments to the International Mailers Union.

Renewal and Transaction of Business

Section 19. Members working outside the jurisdiction of local unions shall transact all business and

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renew Traveling Cards through the local unions issuing the same, unless otherwise directed by the Executive Council of the International Mailers Union.

Duplicates

Section 20. When a member loses his Traveling Card, he can only receive a duplicate thereof by applying to the secretary of the local union issuing the same, who shall issue such duplicate on the payment of one dollar (\$1.00) after sufficient time has elapsed for an investigation to be made. Duplicate Traveling Cards shall be marked as such with the words "duplicate card." No duplicate for a lost Traveling Card shall be issued to any member unless application therefor is made within sixty (60) days from the time such Card is lost.

Five Days Notice Required Prior to Issuance

Section 21. A request for a Traveling Card from a subordinate union must be given five (5) days prior to its issuance, unless there is an existing scarcity of work within the subordinate union's jurisdiction. The subordinate union may waive this advance notice, at its own convenience.

ARTICLE XXI

HONORABLE WITHDRAWAL CARDS

Issuance

Section 1. Journeyman members in good standing who cease to work at the business shall be entitled to an Honorable Withdrawal Card issued by the International Mailers Union which exempts them from the payment of all dues, and deprives them of all offices and benefits whatsoever. Application for Withdrawal Cards shall be granted or denied by vote of the local union of which applicant is a member.

Form

Section 2. The Withdrawal Card shall contain on its obverse side the following words:

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"The International Mailers Union.

"This certifies that the holder hereof, was at this day and date a member in good standing of the International Mailers Union and at his request is granted this Honorable Withdrawal Card, which exempts him from all dues or taxes whatsoever and acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officer before again accepting work at the mailing trade; and he promises not to violate any trade agreements of the International Mailers Union or its subordinate body while holding this Card.

"The holder of this Withdrawal Card understands that it terminates his membership and that his continuous membership in the International Mailers Union will date from the time of its deposit in and acceptance by a subordinate union of the International Mailers Union.

"The holder of this Card may, at his option, at any time within sixteen (16) months from the date hereof, deposit this Card and retain continuous membership in the International Mailers Union by payment of all accumulated dues and assessments due the International Mailers Union and the subordinate union issuing this Card.

"Witness our hand and seal of
Mailers Union No. the day and year
first above written.

President

Secretary

Applicant

(SEAL)

Countersigned:

Secretary-Treasurer, IMU"

The reverse side of the card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership:

"I herebu affirm, on my honor as a man, that since receiving this Card I have not worked at the mailing trade nor been guilty of violating any regulation of the International Mailers Union, or any subordinate union thereof, and this declaration is made with the full knowledge that any willful misrepresentation renders me liable to discipline."

.....
Signature

Deposit

Section 3. Immediately on returning to work at the business, the holder of a Withdrawal Card shall deposit the same with a subordinate union of the International Mailers Union, subject to the approval of the authorities issuing it. If on such deposit it shall be found he has violated no laws or rules of the International Mailers Union, he shall be placed on the active list. Provided Withdrawal Cards shall be accepted by local unions according to the provisions governing Traveling Cards, except where an Honorable Withdrawal Card is deposited with the local union issuing the same.

Duplicates

Section 4. When the holder of an Honorable Withdrawal Card loses the same, he can only receive a duplicate thereof by applying to the Secretary-Treasurer of the International Mailers Union who shall issue such duplicate on the payment of one dollar (\$1.00)

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after sufficient time has elapsed for an investigation to be made. Duplicate shall be furnished from a series separate from the regular Honorable Withdrawal Cards and shall contain the words "duplicate card." No duplicate for a lost Honorable Withdrawal Card shall be issued except with the consent of the union issuing the original Card, and unless application therefor is made within thirty (30) days from the time such Card is lost.

ARTICLE XXII

EQUALITY OF MEMBERS

Equal Wages and Conditions

Section 1. In every local jurisdiction of the International Mailers Union, where identical work is performed by both sexes in the same establishment, equal wages and conditions shall prevail subject to the requirements of the laws of the various states as these laws affect women workers. Any member who violates the provision of this section, upon conviction shall be punished by a fine of not less than twenty-five dollars (\$25.00), or suspended, as the subordinate union or Executive Council of the International Mailers Union may determine, in accordance with the laws of the International Mailers Union.

Classes Prohibited

Section 2. The International Mailers Union disapproves of the division of the members of subordinate unions into distinct classes in the settlement of questions, believing it to be the right and duty of each member to vote on such occasions. But where there is a job office owned by the publisher of a newspaper, each (job and news) having its own foremen and journeymen, infringement on union principles in the job department does not necessarily affect the hands employed in the news department, nor vice versa.

ARTICLE XXIII

PROCEDURE FOR TRIALS AND CHARGES

Causes and Reasons

Section 1. Charges may be preferred against any member or officer for, but not limited to, any disreputable act, gross disloyalty or conduct unbecoming a union member, violation or disobedience of any law, regulation, rule, mandate or decree of the local or International Mailers Union or failure to perform any of the duties specified thereunder, violation of the oath of loyalty or oath of office, misappropriation, secession or fostering of same, abuse of brother members or officers by written or oral communication, activities which tend to bring the local or the International into disrepute, and such other acts and conduct which shall be considered inconsistent with the duties, obligations and fealty to a member of a labor organization, or failure to observe provisions of the contract and scale of prices.

Individual members may file such charges or officers of local unions may be instructed by a majority vote of members present and voting at a regular meeting of the subordinate union to bring charges against a member. Further, charges may be filed against any officer of a local union for neglect of duty or gross inefficiency which shall hinder and impair the interests of the local or International Mailers Union, misappropriation of union funds or malfeasance in office.

Time Limitation

Section 2. Accusations or charges must be made in writing by a member or officers of the subordinate union in good standing within thirty (30) days of the time complainant becomes cognizant of the offense alleged.

Charges Must Be Specific

Section 3. In all cases charges must be signed by

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the complainant or officers and shall be sufficiently specific as to the provisions of union law violated and the alleged acts which constitute the basis of the charges to permit the defendant to prepare a proper defense. Two complete copies of the charges shall be delivered to the local president within the time limit provided in Section 4.

Section 4. Within five (5) days after charges have been received, the local president shall cause to be delivered to the accused member a complete copy of the charges as filed.

Presentation of Charges to Body

Section 5. At the next regular meeting of the subordinate union the president shall present and cause the charges as filed to be read to the union. After discussion and consideration, the following question shall be put to a vote by secret ballot: "Shall the charges as presented be deemed cognizable?"

Investigating Committee

Section 6. If a majority of the members present and voting record an affirmative vote, a committee of five (5) members shall be appointed by the presiding officer to investigate the charges. Such committee shall give opportunity to all parties to the controversy to be heard. The accused member may waive the right to appear without prejudicing his interest.

Investigating Committee's Findings

Section 7. The Investigating Committee shall report its findings at the next regular meeting following the meeting at which it was appointed. A majority vote of members present and voting by secret ballot shall decide whether or not the charges shall be considered worthy of trial. If the charges are found worthy of trial, the presiding officer shall appoint a committee of five (5) to try the case. If either party shall object to appointment, or the personnel of the committee as appointed, a committee of five (5) to try the case shall be drawn by lot from the members present. The com-

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plainant, the accused and members who may be witnesses shall not be eligible to serve on the Trial Committee.

Trial Committee

Section 8. The Trial Committee shall notify complainant, accused and their witnesses of the time and place of sitting. Both parties shall have the right of counsel, who shall be members of the union. At the demand of either party witnesses shall be sworn by a Notary Public or official authorized to administer oaths. If either party shall fail to appear, unless excused by Trial Committee for a cause, the trial shall proceed. The Trial Committee may adjourn its hearings from time to time, but all parties must be given due notice of time and place of all sittings.

Report of Trial Committee

Section 9. At the next regular meeting of the subordinate union, after a decision has been reached, the Trial Committee shall report its judgment and the evidence to the union. After the Trial Committee's report has been read, the accused shall have the right of defense before the subordinate union.

Required Vote to Convict

Section 10. The presiding officer shall submit to a vote of the members present the question of guilt or acquittal. A majority vote of members present and voting by secret ballot shall be necessary to convict. If more than one offense has been charged, the vote shall be taken separately on each charge in the same manner.

Required Vote to Impose Penalty

Section 11. If the charges, or any of them, be sustained, or if the accused pleads guilty, a vote shall be taken on the penalty, if any, recommended by the Trial Committee, but this recommendation may be amended and the vote shall be first upon the heaviest penalty proposed. It shall require three-fourths

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(3/4) vote of members present and voting by secret ballot to suspend or expel. Any lesser penalty may be imposed by a majority vote.

Fine or Suspension

Section 12. Upon conviction for a first offense, the maximum fine shall not exceed twenty-five dollars (\$25.00). When suspension is provided as a penalty against a convicted member, the period must be fixed.

Priority standing and benefits of continuous membership shall be retained by payment of dues and assessments. He shall be reinstated automatically at the end of the period of suspension without payment of any fee except that he shall pay any fine that may have been fixed as a part of the penalty at time of conviction.

Expenses of Trial

Section 13. All expenses incurred in connection with the trial shall be borne by the subordinate union in case of acquittal, but shall be borne by the accused in case of conviction; provided, fees of counsel shall not exceed pay for time lost at the scale of the union.

Expulsion of "Rats"

Section 14. A member charged with deliberate "ratting" may be summarily expelled without citing him to appear for trial if the report of the Investigating Committee is supported by three-fourths (3/4) vote of the members present and voting. A local union may expel any member of the International Mailers Union found guilty of ratting within its jurisdiction. Notice of such expulsion must be forwarded to the local union with which the expelled member was affiliated, and to the Secretary-Treasurer of the International Mailers Union.

Defense By Accused

Section 15. When a subordinate union arraigns a

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member on any cause within its jurisdiction, and the party so arraigned has formerly been in good standing with the craft, it is the duty of said subordinate union to give him official notification of the charges preferred and allow him the privilege of defending himself in open meeting.

Subsequent Proof of Innocence

Section 16. When, through the action of a local union, a member is suspended and debarred from the right to work at the trade, and is subsequently proven guiltless of infraction of the law, said local shall be compelled to remunerate, at its prevailing scale, such suspended member for the time lost while under suspension.

Evidence by "Rats" Barred at Trials

Section 17. The evidence of "rats" shall not be received in the trial of union men for any cause, whatever, as they are under the ban of the union, and not recognized by it as honorable men. Evidence gleaned from the books and bookkeeper of an office should be considered good evidence on trial of a union man for violation of scale, unless surrounding circumstances or union evidence in rebuttal weakens or destroys it.

Trial Evidence Must Be Given at Hearing

Section 18. No evidence shall be received or considered by a committee appointed to try charges, except such as shall be offered at a regular hearing of the committee, at which all parties interested shall be, or shall have been, notified to be present.

Waiver of Rights

Section 19. The accused may, if he so desires, waive any and all of the rights guaranteed to him by the Constitution and By-Laws, and upon such waiver the subordinate union may, by a majority vote, proceed to act. Nothing herein contained shall interfere

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with the appeal rights of the accused. The defendant to charges shall not be compelled to testify.

Contempt of Committee

Section 20. A member charged with contempt of the Union or a committee of the Union shall be accorded full privileges of trial and upon conviction may be punished in the same manner as if convicted for another offense.

Unsustained Charges

Section 21. Any member bringing charges against another which he fails to sustain by proper evidence may, by a two-thirds (2/3) vote of the members of the local union present and voting at a regular meeting, and without referring the matter to any trial committee, be censured or fined an amount equal to the expense of the trial, or both censured and fined.

Authority of Local Union Executive Committee to Fine

Section 22. The Executive Committee of a subordinate union shall have the power and authority to assess a fine against a member of a subordinate union not to exceed the sum of \$50.00 for the violation of any of the laws of a subordinate union or the International Laws, without following the regular procedure of filing normal charges as provided in the laws of the International Mailers Union.

Provided, that the Executive Committee shall afford said member an opportunity to appear before said Executive Committee before a fine may be assessed. Provided, however, that any member so fined by the Executive Committee shall have the right to appeal the decision of the Executive Committee to the next regular meeting of the subordinate union by serving written notice of appeal upon the local secretary at said next regular meeting, and such appeal shall be decided by a vote of the subordinate union in accordance with the provisions of Article XXIII, Section 10 of the By-Laws.

Criminal Conviction—Revoking Membership

Section 23. (a) When a member is convicted of the commission of a crime or serious wrongdoing, or pleads guilty to the commission of a crime or serious wrongdoing, against the local union or against the community, and which crime or act of serious wrongdoing tends to bring dishonor upon the local union or the International organization, it shall be the duty of the Executive Board of the local union to proceed to revoke the membership of such member.

Likewise, whenever a member of a local union has engaged in what is commonly termed racketeering, and he is found guilty thereof by any municipal, county, state, or federal court, thereby bringing dishonor upon the local union or upon the International organization, it shall be the duty of the local union to proceed in the manner provided in this Article, to revoke the membership of such member.

(b) Under the circumstances referred to in the foregoing paragraph, the secretary-treasurer of the local union shall refuse to accept dues from any person so removed from membership. It shall be mandatory upon the local Executive Board to order the name of such member stricken from the rolls and to notify all local unions and the International of its action and the cause therefor.

(c) In the event a local union fails to carry out the foregoing provision, then the President of the International Mailers Union, when the matter is brought to his attention, shall have the power, in his discretion, to proceed to revoke or order the revocation of the membership of such member.

(d) Any individual whose membership is hereafter revoked in accordance with the provisions of this section may subsequently be reinstated to membership; such reinstatement shall be subject to the approval of the local of which he was a member and the Executive Council.

(e) Any member affected by any decision of a local

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Executive Board or the International President under the above provisions shall have the right of appeal to the Executive Council and/or to the next succeeding convention.

Revoking Foreman's Membership

Section 24. Whenever a subordinate union requests International assistance concerning serious grievances existing in said local union and the International officer assigned to said local is convinced beyond a reasonable doubt that the evidence and circumstances indicate that a foreman or foremen, is responsible for the existence of said grievances and that the same is not the result of a publisher's order(s) then said International officer shall file charges against the foreman and/or foremen and hold hearings on said charges with full opportunity for all to be heard. He shall have authority to recommend to the Executive Council that said foreman, or foremen, be fined and/or be immediately suspended or expelled from membership. Provided, that no foreman or foremen shall be suspended or expelled from membership unless four-fifths (4/5) of the Executive Council approves of said action.

Provided further, that any foreman or foremen who may be fined, suspended and/or expelled under this section shall have the right to appeal to the next succeeding convention in accordance with the laws providing for appeals from decisions of the Executive Council.

Disreputable Acts

Section 25. When a subordinate union is cognizant of the performance of a disreputable act on the part of a member working or not working within its jurisdiction or not, it is its duty to prefer charges against him before the union under whose jurisdiction he does work.

**Original Jurisdiction of Executive Council to Try
Offenses Committed Against International Union**

Section 26. (a) Notwithstanding any other provision of the IMU Laws, the Executive Council shall have original jurisdiction to try individual members, officers, or local unions for violations of any International Law and/or for all offenses committed against the officers of the International Union or the International Union.

In the event charges have been filed or hearings are pending before a subordinate body in respect to any offense over which the Executive Council has assumed jurisdiction under this section, the jurisdiction of such subordinate body shall forthwith terminate, and the subordinate body shall, upon request of the Executive Council, transfer all of its records and papers pertaining to the case to the Executive Council.

(b) Charges shall be filed in duplicate in writing with the President or the Secretary-Treasurer. A copy of the charges shall be served personally or by registered mail upon the accused, together with notice of the time and place of trial.

(c) If the accused are unable to be present at the meeting of the Board, they may present their case in writing.

(d) In any case where a trial is before the Executive Council of the International Union the President may have such trial conducted before a panel appointed by him consisting of one or more disinterested members thereof. This panel shall act on behalf of such board in the holding of hearings and the taking of evidence and, following the conclusion of the hearing before it, shall make a full report in writing, including findings and such recommendations for disciplinary action, if any, the board itself is to take. The ultimate determination of the case, however, shall be made by the board itself on the basis of the record

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made before the panel.

(e) Any member, officer, or local union affected by any decision of the Executive Council under the above provisions shall have the right of appeal to the next succeeding convention.

ARTICLE XXIV

Dual Unionism

The Executive Council shall, upon receipt of factual evidence and or admission of a member aiding any rival labor organization in any activity detrimental to the International Mailers Union or in any manner not previously approved by a convention of the International Mailers Union or by its International Executive Council shall, in addition to any other penalties imposed upon him, be ineligible (i) to attend any meeting of his chapel or of his local union or any meeting held under the auspices of the International Mailers Union; (ii) to vote on any matter on which members of the International Mailers Union or any local union thereof have the right to vote; and (iii) to hold any appointive or elective office in, or be a member of any committee of, his chapel, his local union, or the International Mailers Union.

Such ineligibility shall continue for such period as the Executive Council may determine, provided, said member may, upon the submission of documented evidence to the contrary, request and receive a hearing before a panel appointed by the International President. The decision of the Executive Council and/or the panel so appointed may be appealed to the next convention.

(c) For the purposes of this Article, "labor organization" shall have the same meaning as given to said phrase in Section 2(5) of the National Labor Relations Act, as amended; and the phrase "rival labor organization" shall mean any such labor organization which claims to have jurisdiction over, or to represent any employees performing any one or more of the kinds of

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work or tasks over which the International Mailers Union has or claims jurisdiction.

ARTICLE XXV APPEALS

Who May Appeal

Section 1. (a) A member(s) who has been convicted of any offenses against the union, or who believes his conviction was irregular or unjustified, or who desires to appeal a decision of his local union, may appeal to the Executive Council of the International Mailers Union by giving proper notice and following the procedure governing such appeal.

Appeal From Discharge

(b) A member who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner provided by the laws of such subordinate union. If the subordinate union orders reinstatement the decision must be complied with until reversed. Either party may appeal to the Executive Council of the International Mailers Union as provided herein. Provided, when a subordinate union has made specific provision in its contract for a reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract.

Actions That May Be Appealed

Section 2. When local union officers, chapel chairmen, chapels or subordinate unions have taken action or rendered a decision, any aggrieved member, members, chapel, chapel chairmen, local union officers, or employer having a contract with such subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the Constitution and By-Laws.

Compliance With Decision Which Is Being Appealed

Section 3. When an appeal is made against any ac-

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tion or decision, the action or decision being appealed must be complied with by all parties pending a further decision. In cases involving dues, assessments, fines, or other monies assessed by the subordinate union against a member, a sum sufficient to cover the amount in dispute shall be deposited with the president of the subordinate union five (5) days from the date of notice of appeal, to be held in escrow until a final decision has been rendered.

When a subordinate union has rendered a verdict of censure, reprimand, suspension, expulsion or revocation of membership, it shall not be enforced pending final decision if appeal be made as provided herein. When an applicant for membership is rejected and he appeals in accordance with the provision herein and the Executive Council sustains the appeal, the local union shall obligate the applicant upon payment of proper fees and dues.

Appeal Procedure

Section 4. The following procedure shall be observed and followed in all appeal cases:

(a) Any member who desires to appeal a decision of his chapel chairman or other chapel officers, shall first appeal to his chapel at a duly convened meeting.

(b) Any member who desires to appeal a decision of his chapel or a decision by a local union officer, or a decision of his local union executive board shall first appeal to the local union at a duly convened meeting.

(c) Any member who desires to appeal a decision of his local union shall first appeal to the Executive Council of the International Mailers Union.

(d) Any member who desires to appeal a decision of the Executive Council shall first appeal to the next International Mailers Union Convention.

Notice Required in All Appeals

Section 5. Notice of one's intention to appeal any

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decision must be filed in writing with the president of the subordinate union with which the appellant is affiliated, within five (5) days after the action is taken or a decision rendered by a chapel chairman, chapel, local union and/or its officers, Executive Council, and/or Convention of the International Mailers Union.

Appeal Briefs

Section 6. Any member who is appealing a decision of a subordinate union to the Executive Council shall prepare and file with the president of the subordinate union six (6) complete copies of his appeal brief with all evidence and arguments within twenty (20) days after he has filed notice of intention to appeal as provided herein.

Section 7. The respondent union shall have prepared six (6) copies of its reply and file same with the president of said subordinate union within twenty (20) days from date appeal brief is received. One complete copy of the reply containing all evidence and arguments shall be immediately transmitted to appellant.

Rebuttal Briefs

Section 8. Appellant shall have five (5) days from the date the reply is received in which to prepare and file, as above provided, a rebuttal brief. If no rebuttal brief is filed as above provided, five copies, each of the original appeal and reply brief shall be transmitted to the Secretary-Treasurer of the International Mailers Union and a decision rendered upon the evidence and arguments contained therein.

Sur-Rebuttal Appeal Briefs

Section 9. If appellant files rebuttal brief as above provided, respondent shall have five (5) days from the date it is received in which to prepare and file sur-rebuttal, six (6) copies of the sur-rebuttal to be filed with the appeal to the President of the subordinate union in the manner provided, in which event the case shall be considered closed and five (5) copies of all

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Article XXV

documents shall be transmitted to the Secretary-Treasurer of the International Mailers Union by the president of the subordinate union, and a decision rendered upon the evidence and arguments contained therein.

Extension of Time for Appeal Briefs

Section 10. The President of the International Mailers Union may extend the time in which either party is required to file briefs, arguments, and evidence, if, in his opinion, justice will be served thereby.

Right of Counsel

Section 11. When the contention of a member who has appealed to a subordinate union is sustained by action of such subordinate union, and an appeal is taken to the Executive Council of the International Mailers Union therefrom, the original appellant shall have the right to participate or be represented by counsel, in preparation of respondent union's answer. Upon demand to the president of the subordinate union he shall be furnished with copies of all documents as transmitted to the Executive Council and he shall be permitted to transmit to the Executive Council a reply to all evidence and arguments in the case.

Affirmative as to Truth

Section 12. All parties to an appeal, in cases where documents are submitted, are required to make affirmation as to the truth of their statements. The written signatures of the parties in interest shall be considered as such affirmation.

Appeal to Convention

Section 13. (a) Either the appellant or respondent may appeal against a decision of the Executive Council, or any subordinate union affected as such by a decision or action of the Executive Council may appeal to the next succeeding convention of the International Mailers Union.

Decision of Convention Is Final

(b) In cases of appeal by a subordinate union, a member, or members, against a decision or action of the Executive Council said decision or action shall be complied with unless and until such decision or action shall have been reversed by the convention. Provided, if such decision or action of the Executive Council be not so reversed, the decision or action shall be final, and there shall be no further appeal therefrom.

Notice Required in Appeals to Convention

Section 14. In addition to the notice required in Section 5 the party or subordinate union desiring to appeal against a decision or action of the Executive Council shall give the Secretary-Treasurer of the International Mailers Union notice of such appeal within sixty (60) days of the date of the decision or action against which appeal is to be made. Provided, no appeal shall be considered by a convention unless notice as herein provided shall have been given prior to the first day of July preceding such Convention.

Forwarding of All Documents

Section 15. Copies of all documents, evidence and arguments must be transmitted to the Secretary-Treasurer of the International Mailers Union within sixty (60) days after notice of appeal to the International Secretary-Treasurer shall have been given. All appeals to a convention must be in mimeograph, or other typed form and only the briefs, documents and evidence upon which decision of the Executive Council was based shall be presented to and considered by the committee on appeals. Provided, that the appellant shall have the right to include in his appeal an argument concerning the decision rendered by the Executive Council.

Section 16. The appellant shall furnish to the Secretary-Treasurer of the International Mailers Union on

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or before the first day of the Convention at which such appeal is to be considered sufficient copies of the appeal, so as to enable the Secretary-Treasurer of the International Mailers Union to supply to each delegate in attendance a copy of such appeal.

Summary Expulsion for Refusal to Obey Convention Decision

Section 17. Any subordinate union, member, or members refusing to accept and observe a decision of a convention upon a matter that has been appealed shall be subject to summary suspension by the Executive Council.

Redress to Courts

Section 18. (a) Any member, officer, or subordinate union not satisfied with the judgements and decision of the convention of the International Mailers Union, and who seeks redress in a court of law shall be required to deposit with the Executive Council an approved bond sufficient to cover the cost entailed by the International Mailers Union in defending the action, and the same procedure shall be followed with any member or members who shall seek an injunction against the International Mailers Union or its officers or any of its subordinate unions.

Summary Expulsion

(b) In no case, except where otherwise provided by Federal Law, shall a member appeal to a civil court, or any Federal or state agency for redress until he has exhausted his rights of appeal under the laws of the International Mailers Union. Any member who violates this section shall be liable to summary expulsion by the Executive Council.

ARTICLE XXVI INVALID I.M.U. LAWS

Financial Obligations Always Due

Section 1. The provisions of the laws of the In-

Article XXVI

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International Mailers Union relating to the payment of International or local dues, initiation or registration fees, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable laws, nor shall they be construed as requiring any employer to violate any applicable law.

However, all financial obligations imposed by or under the laws of the International Mailers Union and local union by-laws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

Separability and Savings

Section 2. If any provision of the laws of the International Mailers Union shall be declared invalid or inoperative, by any competent authority of the executive, judicial or administrative branch of federal or state government, the International Executive Council shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision.

If any Article or Section of the laws of the IMU should be held invalid by operation of the law or by any tribunal of competent jurisdiction, the remainder of said laws or the application of such Article or Section to persons or circumstances other than those as to whom it has been held invalid, shall not be affected thereby.

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ARTICLE 1

APPRENTICES

Minimum and Maximum Age and Training Period

Section 1. Apprentices shall not be less than sixteen (16) nor more than thirty-five (35) years of age at the time of beginning their apprenticeship. They shall serve an apprenticeship period of Four (4) years.

Local Joint Committee Authority and Duties

Section 2. A local Joint Apprentice Committee composed of an equal number of representatives of the employers having a contract with that local union and of representatives of the local union be formed to administer the apprentice period.

This committee shall enforce the provisions of these General Laws and of the collective bargaining agreement concerning apprentices, and shall have full power and authority any time during the term of apprenticeship to terminate the employment of an apprentice who does not show aptitude and proper qualifications for the work, or for any other reason.

This committee shall have the power and authority to adopt rules governing the functioning of the committee, such as the calling of meetings, etc. In the event that any question before the committee cannot be resolved by a majority vote, such question shall, upon written request of any two (2) representatives of the employers or any two (2) representatives of the Union upon said committee, be submitted to arbitration by an arbitrator designated in accordance with the then obtaining rules of the Federal Mediation and Conciliation Service.

Granting of Priority

Section 3. Priority standing shall be granted to an apprentice in his or her plant upon completion of the

Article I

General Laws

four-year training period; such priority shall be established from the date of transfer to journeyman status.

Work on Machinery

Section 4 Arrangements shall be made to have apprentices instructed and trained on any and all automatic mailing machines and automatic machinery of all kinds used in the mail room no later than during the third (3rd) and fourth (4th) years. Local unions and employers may mutually agree to institute such training, at a time of their choosing, during the apprenticeship.

Retention of Graduate Apprentice

Section 5. Local unions shall incorporate in their contracts with employers a section containing the necessary requirements to carry out the apprenticeship laws of the International Mailers Union. Further, said local unions will include in all such contracts a section providing when an apprentice graduates he is to be retained as a journeyman if there is a vacancy for him.

If the work does not justify his retention, no apprentice shall be employed in his place until he shall have been re-employed as a journeyman. Upon the graduate apprentice being permanently employed as a journeyman, another apprentice may be hired in accordance with the apprentice ratio.

Opportunity To Learn Trade

Section 6. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade process by requiring them to work in all departments of the mailing room. When apprentices show efficiency in one branch they shall be advanced to other classes of work.

Wage Scale

Section 7. Local unions shall arrange scales of wages for apprentices in the first, second, third, and

General Laws

Articles I, II

fourth years of their apprenticeship, such scales to be indicated as proportionate to journeyman's scale. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Apprentice Ratio

Section 8. Local unions are required to fix the ratio of apprentices to any number of journeymen regularly employed in any and all offices.

Overtime

Section 9. No apprentice shall be employed on overtime work in an office unless the number of journeymen employed on the same shift equals the ratio prescribed in the local contract. At no time shall an apprentice have charge of any office or any part thereof.

ARTICLE II

MAILROOMS

Foreman's Authority

Section 1. In mailing rooms the foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of these General Laws.

Discharge or Layoff

Section 2. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil right of employees, or their rights under the laws of the International Mailers Union. A discharged member shall have the right to appeal in accordance with the laws of the International Mailers Union or as provided in the contract, and shall have the right to

Article II

General Laws

challenge the fairness of any office rule which is applied to bring about his discharge.

Decrease of Force—Lower Priority Man

Section 3. When it becomes necessary to decrease the force in any office the mailer with lowest priority standing in the office shall be discharged first; provided, the mailer to be discharged may claim any work in the office he is competent to do which is being performed by a mailer with lower priority standing; provided further, a mailer claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Re-employed—Layoffs

Section 4. A mailer discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform in the order of his priority standing.

Discharge Notice

Section 5. When a mailer is discharged for any reason, he may demand, and the foreman shall give in writing, the reason for discharge; provided, such demand shall be made within seventy-two (72) hours after mailer is informed of discharge.

Appeal to Union

Section 6. A mailer who believes he has been illegally or unjustly discharged shall have the right to appeal to the subordinate union in the manner prescribed by the laws of such subordinate union. If the subordinate union orders reinstatement, the decision must be complied with until reversed. Either party may appeal to the Executive Council of the International Mailers Union as provided herein, provided, when a subordinate union has made specific provision in its contract for reference of controversies over discharge to a joint agency, the dispute shall be decided as provided in the contract. A member who has been discharged for any reason other than to reduce

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Article II

the force may be reinstated at the option of the foreman, or by proceeding in accordance with the terms of this section. A member discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than one month, except by the approval of the local union.

Work Distribution—Regulars and Substitutes

Section 7. A foreman shall not designate any particular day nor how many days a mailer shall work in any one week; provided, the mailer must engage a competent substitute when absent, subject to the provisions respecting union security and referral of applicants for employment contained in the applicable collective bargaining agreement.

Any mailer covering a situation is entitled to and may employ in his stead, whenever so disposed, any competent mailer without consultation or approval of the foreman.

Selection of Force by Foreman

Section 8. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Persons Working at Mailing Trade

Section 9. All persons performing the work of foremen, journeymen or apprentices at any branch of the mailing trade, in offices under the jurisdiction of the International Mailers Union, must be or become members of the local union of the International Mailers Union within the time provided in the applicable collective bargaining agreement.

Automatic Machinery

Section 10. In offices under the jurisdiction of the International Mailers Union, where automatic mail-

Articles II, III

General Laws

ing machines or other machinery is in use, no person shall be eligible as a "learner" on machines who is not a journeyman mailer or apprentice and who is not, or does not become, within the time provided in the applicable collective bargaining agreement, a member of the International Mailers Union.

Machinery Maintenance

Section 11. It shall be the duty of the mailers operating machines under the jurisdiction of the International Mailers Union:

- (a) To keep the machine clean and in good working order,
- (b) To make all necessary repairs, adjust parts, etc.; and to do all the work not strictly requiring the services of a machinist.

Piece Work

Section 12. Subordinate unions are prohibited from establishing piece or bonus scales, and the International Mailers Union discourages the renewal of such scales where they are now in force.

Each subordinate union in whose jurisdiction a piece or bonus scale is in operation must include in all proposed contracts a provision for all-time work scale.

ARTICLE III

PRIORITY STANDING

Substitutes

Section 1. Journeymen considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen.

General Laws

Article III

Requirement to Hold Priority

Section 2. (a) To hold priority, regular situation holders and substitutes must be available for full time employment as a mailer. Provided that any mailer who is sick or disabled, shall not be deprived of his priority during his period of illness. Provided further that the rights set forth in Article III, Sections 5, 7 and 9 of the General Laws shall not be limited by this section. Availability shall be determined by the Local Laws of each subordinate union.

(b) Substitutes who fail to make themselves available under the above requirement shall lose any claim to accumulated overtime and excess time posted.

Authority to Establish System to Record

Section 3. Subordinate unions shall have authority to establish a system for registering and recording priority standing of members. Where such a system is maintained, the priority standing of a member shall stand as recorded.

Two Priorities Barred

Section 4. No member shall hold priority in more than one office, nor shall a member retain priority standing or a situation in an office if he performs work over which the International Mailers Union has jurisdiction, either supervisory or mechanical, in another office. Provided, subordinate unions may establish regulations whereby members may be permitted to accept temporary employment in another office without loss of situation or priority standing.

Priority Protected When Serving Organized Labor

Section 5. Any members engaged to serve the International Mailers Union, a subordinate union, or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. A member so engaged shall

Article III

General Laws

employ while absent the priority substitute competent to perform the work, and upon reporting for duty full priority rights shall be restored.

Employment of Substitutes After 30 Days Absence

Section 6. Priority substitutes must be employed on situations after situation holder has been absent from his or her situation for a period of thirty (30) days.

Priority Protected While in Armed Forces

Section 7. (a) In cases of mailers and employees who enlist in or are called for service in the military or naval services of the United States or the Dominion of Canada (or their allies) in time of war or for the duration of any period of national emergency proclaimed by the government of said countries, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knights of Columbus, the Salvation Army, the Young Men's Christian Association, army specialist corps, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon reporting back from duty, the situations and/or priority standing formerly held by them shall be restored to them; provided, that local unions and employers may agree upon definite time limits for the returning to work of such persons; provided further, that said time limits shall be not less than thirty (30) days, nor more than six (6) months following an employee's discharge from the above mentioned services or organizations.

Option to Pay Dues and Insurance While in Armed Services

Section 7. (b) All members to whom the foregoing section applies shall be permitted the alternative of either (1) paying four dollars and ten cents (\$4.10) per month or (2) shall be considered on a leave of absence without insurance coverage. Members who choose the latter alternative shall not be deprived of their "continuous membership."

New Foreman's Priority

Section 8. A Non-Union foreman employed from outside the mailing room shall accumulate no priority standing during the period he serves as foreman.

A foreman employed from outside of the mailing room, who is a journeyman member of the International and local union, may establish his priority standing as of the date he becomes a foreman provided his priority standing shall be behind the last regular or substitute as determined by the local union at that time.

**Priority Protected During
Agreed 90 Day Leave of Absence**

Section 9. Local unions may agree with employer's regulations permitting a situation holder, or a substitute having established priority standing, to engage in pursuits other than mailing room work for a period not to exceed ninety calendar days in any twelve-month period without loss of situation or priority. Provided, employees exercising the privilege shall employ the priority substitute competent to perform the work.

Priority in Mergers, Consolidations and sales

Section 10. In the case of any merger, consolidation or sale of newspapers or publishing establishments in a particular locality whereby a question of the proposal to be made to the employer concerning priority develops as a result thereof, then the question of the proposal to be made to the employer concerning priority among the journeymen and apprentice mailers of the so-called new company resulting from such a merger, consolidation or sale, shall be determined only by a referendum vote of the members of the subordinate union.

**Priority Determines Choice of New Shifts,
Starting Time, Days Off**

Section 11. Priority employees will have their choice of new shifts, new starting times and new off days in a plant, according to their priority standing, in the plant. Provided, subordinate unions may adopt laws governing the establishing of situations, and priority. Em-

Articles III, IV

General Laws

ployees have their choice of situations as established, according to their priority standing in the plant.

ARTICLE IV

FIVE DAY LAW

Work Week; Hours

Section 1. (a) In all offices the unit of hours constituting a regular shift shall not exceed eight (8) and no subordinate union shall enter into a contract which provides for a work week in excess of forty (40) hours.

(b) Subordinate unions shall endeavor to incorporate into contracts wherever possible a unit of hours not exceeding seven (7) for a regular shift, and shall endeavor to incorporate whenever possible a work week not to exceed thirty-five (35) hours.

Five-Six Shifts

Section 2. No employee performing mailing work shall be required, or permitted, to hold a situation composed of more than five (5) days or nights, or combination of days and nights totaling five (5) days within a financial week where the unit of hours for a regular shift exceeds six (6) hours and forty (40) minutes.

Cancellation of Excess Time

Section 3. In offices where five (5) shifts constitute a situation, all time worked in excess of five (5) times the unit of hours constituting a regular shift shall be cancelled, by employment of a substitute as soon as one becomes available, at the rate of one (1) shift for each one and one-half (1½) shifts worked. All such excess time shall be posted by the individual working it.

Any shifts that are refused by a substitute within the jurisdiction of his local union, shall be counted

General Laws

Article IV

as a part of his work week. Any substitute who has a total of five (5) or more shifts counted as a part of his work-week shall not be considered as available for cancellation.

Excess Time Defined

Excess time is that time which is worked at straight time rates in a shop other than a member's regular place of employment.

30 Day Accumulation of Excess Time

Section 4. Time worked in excess of the time limit provided in the above section shall accumulate for thirty (30) days or more than thirty (30) days by local law and failure of a member to cancel such excess time when a competent substitute becomes available shall render the member subject to a fine of one day's pay at the scale of the union. Each shift the member fails to employ a competent substitute who is available shall constitute a separate offense.

Section 5. Members who do not limit themselves to five shifts within the financial week in accordance with the provisions of Section 2 of this Article shall be assessed a day's pay for each offense. Where the local union fails to apply the penalty the Executive Council of the International Mailers Union shall levy an assessment of a day's pay against each member for each violation. All monies collected as penalties for violations of this Article shall be forwarded to the International Secretary-Treasurer. Members who fail, or refuse, to pay any sum levied by the Executive Council shall be suspended and lose all rights and benefits of membership.

Emergencies

Section 6. To meet emergencies, subordinate unions may enact for such period as deemed necessary a five-day law, such enactment to be ordered by a majority referendum vote of six (6) months members. When a subordinate union has enacted a five (5) day law, or

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General Laws

has in effect, a contract providing for a five-day week, no further reduction of the work-week may be ordered by vote of the union, nor shall special assessments for out-of-work relief be levied in excess of three per cent (3%) of earnings; provided, that all proposals for special assessments must provide a specific date on which collection of such special assessments shall be discontinued.

Overtime Rate

Section 7. Employees required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half (1½) times the regular rate, based upon the hourly wage paid; provided, in case of foremen performing executive or clerical work and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Working On "Days Off"

Section 8. When for any reason an employee is required to work on a regular "day off" or "night off," the overtime rate must be paid for such regular "day off" or "night off." If, in any office where six hours and forty minutes constitute a situation and any mailer is required to work a seventh shift within the financial week, the overtime rate must be paid for such seventh shift. If, in the offices where five shifts constitute a situation and any mailer is required to work a sixth or seventh shift within the financial week, the overtime rate must be paid for such sixth or seventh shift.

Accumulation and Cancellation of Overtime

Section 9. (a) When a member accumulates overtime equal to the unit or number of straight time hours established for a regular shift the member shall engage a competent substitute for the purpose of cancelling such overtime.

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For each straight time regular shift in which a competent substitute is engaged for the purpose of cancelling overtime, the same number of hours of accumulated overtime shall be cancelled by the member who engages the competent substitute for the purpose of this section.

Subordinate unions shall enact a system whereby members may observe record of accumulated overtime. Holidays or time lost through "begging off" shall not cancel overtime. A substitute having a day's overtime to give out is not eligible for employment in the following week as soon as he has worked the number of shifts to make a full week, including the accumulated overtime, if other substitutes are available. Provided, a member shall not be required to cancel more than two days in any one work week.

(b) No member depositing a traveling card and/or withdrawal card can claim any overtime that was accumulated prior to the date he deposited his card.

Limits On Accumulation of Overtime

Section 10. Subordinate unions shall specify the period, which shall not be less than thirty (30) days, nor more than ninety (90) days, overtime shall be accumulated. It shall also be mandatory that each local union adopt laws requiring posting of overtime in all chapels under its jurisdiction. Provided, all such overtime worked shall be posted by the chapel chairman in each chapel.

Penalties for Violation

Section 11. Any member having accumulated overtime to give out who fails or refuses to employ an available competent substitute, or who attempts to evade the overtime law, shall be punished by a fine of not less than one day's pay for each offense. When the records show violation or evasion the fine may be arbitrarily assessed. It is mandatory that local unions impose and collect the fine for which provision herein is made.

ARTICLE V
EXTRA WORK

Controlling Prohibited

Section 1. Establishing or maintaining situations composed of less than five (5) shifts in offices which operate five (5), six (6) or seven (7) days, thereby creating and controlling extra work, constitutes the operation of a sublist and is prohibited.

Section 2. Laying off a situation holder and employment of another member as extra to perform work for which the situation holder's priority and competency entitle him is prohibited.

Fine for Evasion

Section 3. Violation or evasion by a foreman of either Section 1 or 2 of this Article shall be punishable by a fine of twenty-five dollars (\$25.00), which may be assessed by the chairman of the chapel or the president of subordinate union. When such fine is levied it must be paid pending appeal to the subordinate union and the Executive Council. Any chairman failing to report the violation of this section shall be fined twenty-five dollars (\$25.00).

Posting of Law

Section 4. Sections 1, 2 and 3 shall be posted in all chapels and enforced by all unions under the jurisdiction of the International Mailers Union.

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ARTICLE I CONVENTIONS

Calling of Annual and Special

Section 1. The International Mailers Union shall assemble annually in Convention in conformance with the laws thereof, and at the place determined by action of the Convention. Provided, that upon the request of fifteen (15) subordinate unions, stating the business required to be considered, the President shall with the approval of a majority of all local unions, call a Special Convention of the International Mailers Union; provided, that at least thirty (30) days notice of such Special Convention shall be given to subordinate unions together with a statement of the business to be considered. Provided further, that no business shall be considered at such Special Convention that is not specified in the call.

Convene and Adjourn

Section 2. The Convention shall assemble at 9 o'clock a.m. on the first day of meeting and afterward shall meet and adjourn at such time as may be fixed by a majority of the delegates present.

Selection of Annual Convention City

Section 3. The selection of the place of meeting for the annual Convention shall be determined by the action of the delegates of the International Mailers Union in Convention on that question.

The selection of place of meeting shall be determined two years in advance, and the selection of the Convention City shall be held on the third day of the Convention at 11:00 a.m.; nominations shall be made on the previous day, and in no instance shall a city or town have its name placed in nomination without prior approval of the membership at a regular or special union meeting of the city or town to be nominated.

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The vote shall be by printed ballot, the ballots to contain the names of all the cities or towns placed in nomination, and the ballots to be distributed thirty (30) minutes before the election. The town or city voted for by a delegate shall be designated by the making of a mark opposite the delegate's choice.

At 11 o'clock a.m. on the third day of the Convention the roll shall be called and each delegate shall deposit his vote in a receptacle provided for that purpose; if a city or town does not receive a majority of the ballots cast on the first ballot, the town or city receiving the least number of votes shall be dropped and balloting shall continue until a Convention City is selected.

All expense of such election shall be borne by the International Mailers Union.

Privilege of Floor

Section 4. No person other than duly elected delegates and officers shall be accorded the privilege of the floor during the sessions of the International Mailers Union except by unanimous consent of the Convention. However, on request, a member of the American Newspaper Publishers Association or representative of the book and job employers can be heard.

Local Union Delegate Representation

Section 5. Subordinate unions are entitled to representation in Convention of the International Mailers Union according to the following apportionment: Subordinate unions with one hundred (100) members or less, one delegate; more than one hundred (100) and less than five hundred (500) members, two delegates; more than five hundred (500) members, three delegates.

Section 6. The number of delegates to which a subordinate union shall be entitled must be determined by the average membership on which it pays per capita tax during the twelve months immediately preceding issuance of call.

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No Proxy Votes Allowed

Section 7. Each delegate shall be entitled to one vote, and no proxies shall be allowed.

Quorum Necessary

Section 8. A majority of the delegates in attendance at any Convention of the International Mailers Union shall be necessary to constitute a quorum for the transaction of business at any session of a Convention.

Oath and Obligation of Delegates

Section 9. The obligation of officers and delegates as found in Article XVI, Section 2 of the I.M.U. Constitution, shall be administered by the President.

Delegates Must Be From Local Union In Good Standing

Section 10. No delegate shall be entitled to vote in the Convention of the International Mailers Union whose subordinate union has not previously paid over to the proper officers the per capita tax and all indebtedness of his subordinate union.

Expenses of Delegates

Section 11. The expense of the attendance of said delegates to the Convention of the International Mailers Union shall be defrayed by the subordinate unions they respectively represent.

Appointment of Laws Committee

Section 12. As soon as practicable after the election of delegates to the Convention of the International Mailers Union by subordinate unions, the President or President-elect who will preside at the Convention shall appoint a Committee on Laws, to be composed of three (3) or more delegates-elect. To this committee

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the Executive Council shall submit such information, data and propositions as shall be deemed necessary to amend and improve the Constitution, By-Laws and General Laws. It shall be competent for any subordinate union, or delegate-elect, to submit such information, data or proposition to the Executive Council or Secretary-Treasurer for the consideration by such Laws Committee.

Section 13. At the discretion of the President of the International Mailers Union, the Committee of Laws shall meet at the city where the Convention is to convene, and shall proceed assiduously to consider all such information, data and propositions. It shall submit a written or printed report in full of all propositions favorably acted upon and the full text of all propositions adversely acted upon. To this committee all amendments, submitted during the Convention, shall be referred without debate. It shall have leave to sit during the Convention, and shall have the right to report any time to the Convention.

Section 14. The credentials of the above committee shall be passed upon by the Executive Council.

Appointment of Standing Committees

Section 15. The President shall within thirty (30) days, following the election of delegates appoint the following Standing Committees:

Each delegate shall be notified within ten (10) days as to the committee on which he has been appointed to serve.

(a) An Auditing Committee on Returns and Finances. To which shall be referred for review the report of the Secretary-Treasurer. This committee shall make an examination of the financial status of the International Mailers Union. To this committee shall be referred all propositions involving an expenditure of money that are presented during the session of the Convention.

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(b) A Credentials Committee shall be appointed in advance of the opening date of the Convention and the members thereof shall be notified of their appointment accordingly; if possible, the names of the members of such committee shall be published in The Mailer preceding the Convention; the delegates shall file their credentials with the chairman of the Credentials Committee on the day immediately preceding the Convention or not later than one hour before the opening of the Convention; the Credentials Committee shall make a report of the Convention immediately after the Convention convenes, upon a request from the Chair.

(c) A Committee on Subordinate Unions. To whom shall be referred all petitions, memorials, and communications from subordinate unions and delegates, and such other matters as the Convention may direct.

(d) A Committee on Miscellaneous Business. To whom shall be referred all business not otherwise provided for.

(e) A Committee on Appeals. Provided no objections are entered. If objections be raised, the Convention shall then vote on the question, "Shall the President appoint a committee on appeals to be composed of three members of this body?" A majority vote shall decide the question. If the decision be in the affirmative the President shall appoint the committee. In event the action taken is in the negative, the Convention shall nominate and elect the committee.

To this committee shall be referred all appeals from decisions of the Executive Council that are properly submitted, as provided in the laws of this organization. The committee shall carefully examine the evidence brought before it, and report a resolution sustaining or dismissing the appeal.

(f) A Resolutions Committee. To whom shall be referred all resolutions relating to the matter of policy of the International Mailers Union.

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(g) A Publicity Committee. To whom shall be referred all matters pertaining to publicity and said committee shall handle all publicity in connection with the convention after its appointment.

(h) An Officers' Report Committee. To whom shall be referred all officers' reports and reports of representatives.

(i) Mailer Committee. To whom shall be referred all matters of, or pertaining to our official publication, The International Mailer.

Section 16. The above named committees shall consist of such number of delegates, not less than three, as to the President may appear advisable, and the first-named member of each committee shall be the chairman.

Appointment of Special Committees

Section 17. Special committees shall be appointed only when it becomes necessary to relieve standing committees, or advisable when proposed legislation requires more time for examination and consideration than the standing committee can devote thereto. Each special committee shall consist of such number of delegates, not less than three, as to the President may appear advisable, and no delegates shall be appointed on such committee unless present at the meeting at which the appointment is made.

Proposed Legislation by Officers

Section 18. Every officer of the International Mailers Union shall put in draft form all proposed legislation that may be recommended in his address or report, and lay such draft before the proper committees.

Duties of Committees

Section 19. Every committee to whom is referred any resolution, draft, or amendment of a law, or any amendment or alteration of the Constitution, By-Laws,

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or General Laws shall report back the full text of the same, with such amendments thereto, or substitute therefor, as said committee may deem needful for perfecting such proposed legislation.

Section 20. Every committee to whom is referred, with or without instruction, any communication, report or address, or parts thereof, containing recommendations, suggestions, or requests for or of legislation, shall draft in proper form the subject-matter to be proposed, as made known in said address, report or communication, and report the same to the Convention.

Committee Quorum Necessary

Section 21. A majority of a committee shall constitute a quorum for the transaction of business.

Committee Reports

Section 22. All reports of committees shall be presented in writing and signed by the members offering the same.

Section 23. Committees shall have authority to indicate what argument or data submitted shall be printed in the daily proceedings or minutes.

Committee Appointments

Section 24. The International Mailers Union, in Convention assembled, calls to the attention of the President the importance of giving to the smaller unions a fair and equitable apportionment of the appointment of committees.

ARTICLE II

ORDER OF BUSINESS AT CONVENTION

1. Roll call of officers and delegates.
2. Obligation of officers and delegates.
3. Reading of minutes of previous meeting.
4. Appointment of committees.

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5. Officers reports.
6. Reports of standing committees.
7. Reports of special committees.
8. Propositions and resolutions.
9. Unfinished business.
10. New business.
11. Good and welfare.

ARTICLE III

CONVENTION RULES AND PARLIAMENTARY PROCEDURE

Attendance of Delegates

Section 1. The presiding officer shall take the chair at the time appointed for the Convention to come to order, and immediately call the delegates to order; and, at the instance of seven delegates, may order the attendance of absent delegates who are in the city, where and at the time the sessions are held.

Order and Decorum

Section 2. The presiding officer is empowered to and shall preserve order and decorum; and, if any delegate transgresses the rules, the presiding officer shall, or any delegate may, call him to order, in which case the delegate called to order shall immediately resume his seat until the point of order has been decided by the presiding officer, or, if appealed, by the Convention.

Questions of Order

Section 3. The presiding officer shall have the right to decide all questions of order, subject to an appeal to the Convention.

Authority to Appoint Convention Committees

Section 4. The presiding officer shall appoint all committees unless otherwise ordered by the Convention.

Speaking on Question

Section 5. When a delegate is to make a motion or to speak on the question, he shall rise in his seat and respectfully address the presiding officer; the presiding officer shall pronounce the name of the delegate entitled to the floor, and the delegate shall confine himself to the question under consideration.

Time Limit

Section 6. No delegate shall speak more than twice on any question, nor more than ten minutes at any one time, without consent of the Convention.

Division

Section 7. Any delegate may call a division of the question when the same will admit thereof.

Delegates Required to Vote

Section 8. Every delegate present shall vote upon a question when put unless the Convention for special reasons assigned shall excuse him.

Section 9. No delegate shall leave the room during the sessions of the Convention without the permission of the presiding officer.

Motions

Section 10. When a motion is made and seconded it shall be deemed to be in possession of the Convention and shall be stated by the presiding officer; or, being in writing, shall be delivered to the Secretary and read previous to debate.

Section 11. After a motion is stated by the presiding officer, or read, it may be withdrawn by the mover, at any time previous to an amendment or final decision, by consent of the Convention.

Priority of Motions

Section 12. When a question is under debate, no motion shall be received but to adjourn: to lay on the

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table; for the previous question; to postpone to a certain day; to commit, or to amend—which several motions shall have precedence in the order in which they stand arranged. The motion for adjournment shall always be in order; that, and the motion to lay on the table shall be decided without debate.

Order of the Day

Section 13. A motion for the "order of the day" shall take precedence of all other business, except a motion to adjourn or a question of privilege.

Reconsideration

Section 14. When a motion or question has once been put and carried, it shall be in order for any delegate who voted in the majority to move for a reconsideration thereof; but a motion to reconsider, having been put and lost shall not be renewed.

Motions to Amend Minutes

Section 15. No motion to amend the minutes, by striking out words or sentences, shall be admissible, unless they contain some error of fact or grammar.

Form of Motions

Section 16. All motions and resolutions, unless merely affecting the order of business, shall be submitted in writing.

Suspension of Rules

Section 17. A motion to suspend the rules must receive the concurrence of two-thirds of the delegates present and shall be decided without debate.

Drafting in Proper Form

Section 18. All motions, resolutions, recommendations, decisions of the executive officers that are sustained, intended to be mandatory, and amendments to or alterations to the Constitution, By-Laws or Gen-

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eral Laws, must be drafted in proper form by party or committee admitting them, stating Article and Section to be amended.

Committee of the Whole

Section 19. On going into the Committee of the Whole, the presiding officer shall name some delegate to act as chairman of the committee, who shall occupy the chair and conduct the business while in committee.

Action of Committee of the Whole

Section 20. When the committee is ready to report, the chairman shall take the floor (the presiding officer resuming the chair) and make known in proper form the action or result arrived at by the committee, and the same shall be entered upon the minutes of the Convention.

Stating and Voting on Question

Section 21. All questions, unless otherwise provided for shall be put in or near this form: "As many as are in favor of (as the case may be) say "Aye" those opposed, "No," and in doubtful cases the President may direct, or any delegate call for, a division.

Calling of Previous Question

Section 22. A motion for the previous question shall not be entertained unless seconded by five delegates of the Convention and shall be decided without debate.

Section 23. When so made, the question shall be put in these words: "Shall the main question be now put?" and, if decided in the affirmative, shall preclude all further amendment and debate of the question. When there shall be pending amendments, the question shall first be taken upon the amendments in their order, and then on the main question.

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Filling in Blank Spaces

Section 24. In filling blanks, the largest sum and the longest time shall be put first.

Roll Call Vote of Delegates

Section 25. The ayes and noes shall be taken and recorded upon any question before the Convention upon the call of five delegates, but such call shall not preclude amendments before the main question is put.

Section 26. While the Secretary is calling the ayes and noes, the delegates shall vote inside the bar; and it shall not be in order for any delegate to explain his vote during the call, unless unanimous consent of the Convention is given.

Majority Vote Needed

Section 27. All questions, unless otherwise provided for, shall be decided by a majority of the votes cast.

Section 28. All resolutions, petitions, memorials, etc., shall be referred to their appropriate committees without debate except in cases where there is no opposition to their immediate consideration.

Breach of Order

Section 29. To impugn the motive of officers, delegates or committees, or to use reviling or degrading language toward them or the Convention, shall be considered a breach of order, and punishable by such discipline as the Convention may see fit to impose.

Robert's Rules of Order

Section 30. In the absence of a standing rule, reference shall be had to "Roberts Rules of Order" as the guide and rules of order of the Convention.

ARTICLE IV

AMENDING CONVENTION LAWS

These Convention Laws may be altered or amended by a two-thirds vote of the delegates present at any session of the annual Convention, and as amended may, if so directed, become effective immediately.

Resolutions

Policy for Applicants for Membership

1. While it is the sense of the International Mailers Union that subordinate unions, and they only, have at all time the right of judging the qualifications of the applicants for admission to membership, it is believed the true policy of subordinate unions should be to go to the utmost limit consistent with safety and honor in receiving into membership all persons who make application for membership and who evidence a desire to become union men.

No Affiliation With ITU

2. Be It Resolved, that the delegates to the Fifteenth Annual Convention of the International Mailers Union in convention assembled do hereby ratify, confirm, and approve the statements, assertions, and conclusions as clearly expressed in a letter to George Meany, as President of the AFL-CIO, by President Harold A. Hosier under date of July 9, 1957, and in particular the following portions of said letter, to wit:

"For your information, and so there will be no misunderstanding, please be advised that the IMU will never affiliate with the ITU."

"The IMU may meet with the ITU to attempt to settle some of the problems existing between the two organizations, but the IMU will never, never affiliate with the ITU."

Formation of a Bona Fide International Allied Printing Trades Association

3. Whereas, the International Allied Printing Trades Association controls the so-called Allied Printing Trades Label, and

Whereas, said International Allied Printing Trades Association is composed of only five of the many un-

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ions actively engaged today in the printing and publication industry, and

Whereas, there is a need for more cooperation and joint assistance among all the unions engaged in the printing and publication industry;

Now, Therefore, Be It Resolved, that all the unions actively engaged in the printing and publication industry, such as the Printers, Stereotypers, Engravers, Pressmen, Bookbinders, Guild, Teamsters, Machinists, Electrical Workers, Office Workers, Lithographers, Mailers, etc., should be permitted to join the International Allied Printing Trades Association, or else a new bona fide Allied Printing Trades Association should be formed and composed of all the unions in the printing and publication industry as a means of providing sincere cooperation and joint assistance among all of said unions as well as the creation and establishment of a true Allied Printing Trades Label for all the unions engaged in the printing and publication industry.

Be It Further Resolved, that the Executive Council of the IMU explore the possibilities of forming such an association.

Convention Registration Fees Prohibited

4. Whereas, the membership of the IMU has voted to have a Convention Fund, to be effective as of January 1, 1960;

Therefore, Be It Resolved, that the subordinate union holding the IMU Convention from hereon, shall not be allowed to have a registration fee for delegates, members and visitors of the IMU.

B. M. Keith Memorial Fund

5. Whereas, the late First Vice-President B. M. (Whitey) Keith left the entire residue of his estate to the International Mailers Union; and

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Whereas, Brother Keith served the union movement his entire life; and

Whereas, his apparent desire is to perpetuate the Trade Union Movement,

Be It Resolved, that a B. M. (Whitey) Keith Memorial Fund of Five Thousand Dollars (\$5,000) be established from the Keith estate;

BE IT FURTHER RESOLVED,

That monies in this fund shall be used to provide funds not to exceed Eighty Dollars (\$80.00) to not more than two (2) members of any local union in any calendar year, to those members of the International Mailers Union desiring to increase their knowledge of unionism and its problems through the various educational opportunities available to laymen in all matters concerned; and,

Be It Further Resolved, that until such time as a committee to administrate this Fund is elected or appointed, the Executive Council shall handle its funds and grant monies to those found worthy and eligible in accordance with this resolution.

Statutes Against Strikebreakers

6. Whereas the use of strike breakers has been prevalent in the printing trades in recent strikes, and

Whereas, a large majority of the strikebreakers come from out of the state where the strike took place.

Now, Therefore, Be It Resolved, that the delegates assembled at the 18th Annual Convention in Dallas, Texas, submit and endeavor to have passed by their state legislature the following statute passed in the State of Pennsylvania in the year 1937:

43 Pindon's Statute, Section 203.

"Recruiting of strikebreakers forbidden; penalty."

It shall be unlawful for any person, firm or corporation not directly involved in a labor strike or lockout

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to recruit any person or persons for employment or to secure for any person or persons any employment, when the purpose of such recruiting, securing or offering to secure employment is to have such persons take the place in employment of employees in an industry where a labor strike or lockout exists;

• Provided that this Act shall not apply to any employment agent licensed as such under the Department of Labor and Industry or to the Pennsylvania or the United States Employment Service.

• Any person violating the provisions of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be sentenced to pay a fine of not more than one thousand dollars (\$1,000) or to suffer imprisonment for a term not exceeding one year or both, at the discretion of the court.

1937, June 21, P. L. 1982, No. 391, Sec. 1.

NLRB Policy Condemned

7. Whereas, under the law from time to time we are required to appear before the National Labor Relations Board, especially in matters concerning representation petitions; and,

Whereas, experiences in the recent past have indicated a lack of sympathy for our craft unit by some officials of the National Labor Relations Board; and,

Whereas, as a result of recent past experiences, petitions filed by various local unions have been dismissed for failure to establish craft representation;

Now, Therefore, Be It Resolved:

• 1. That we condemn most strongly and vehemently any National Labor Relations Board policy which questions our rights as a craft unit to request certification under the provisions of the Labor Management Relations Act.

• 2. That since our craft status has been established over the years and recognized by our industry, any gov-

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errmental agency under the guise of administering a Federal law which interferes with or negates our established identity does a severe disservice to our employers and local unions alike.

Endorsement of Independent Union Discussions

2. Whereas, there are many independent unions of local and national stature, engaged in collective bargaining with various and diverse employers, contractors and industries; and

Whereas, the benefits, rights, privileges and responsibilities contained in the laws of our country are enforced for the benefit of all persons who labor to sustain themselves and their dependents; and

Whereas, the said independent locals and national organizations are not affiliated with the AFL-CIO, but rather organize and bargain for their members on an independent status; and

Whereas, recently a meeting was held in Washington, D. C. of a large number of independent unions including our own for the purpose of mutual protection and interest;

Now, Therefore, Be It Resolved, that the delegates met in this convention encourage by endorsement the participation of our Executive Council through the President to meet with all other independent unions in future conferences for the mutual benefit of all of the working people which all such independent unions including our own, represent.

Medical Care for the Aged

9. Whereas, by reason of Congressional action enacted and contemplated, we have been made acutely conscious of our senior citizen; and

Whereas, many health and medical programs have been suggested for and on behalf of our so-called senior citizens;

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Now Therefore, Be It Resolved, That this convention record its full support for a health and medical program designed to care for our senior citizens, including those who have retired from active work, whether such retirement is by reason of contract, illness, forced lay-off, or otherwise; and further, that such program be national in scope, financed and administered through and administered through and by our social security program.

Sixty Now Endorsement

10. Whereas, the National AFL-CIO at the National Convention held in December 1965 adopted a resolution calling on Congress to increase benefits and lower the retirement age under Social Security, and

Whereas, The UAW convention in 1964, adopted a resolution making early retirement, with increased benefits, the number one economic goal for future negotiations, and

Whereas, A large percent of the UAW members are now able to retire at age 60 with up to \$400.00 per month income, and thousands of them have already retired, thus proving that if the older worker is provided with a decent income he will and wants to retire at a younger age, and

Whereas, The delegates to this convention recognize the fact there will be thousands of union members working for companies, who because of the number of employees, or economic factors, will not be able to pay for a decent private pension, thus making retirement for those members dependent on Social Security benefits, and

Whereas, The delegates to this convention know even if all union members are successful in negotiating private pensions, there will still be millions of workers in the United States depending on Social Security alone for their retirement, and the delegates believe every worker should have an opportunity to retire at age 60 with a decent income, and

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Whereas, In the past, Social Security has been considered as a program to supplement whatever income a worker may have when he retires, and

Whereas, In 1961, there was a non-profit organization formed to campaign for the lowering of the retirement age to 60 under Social Security with increased benefits, and

Whereas, The State AFL-CIO plus different International, Local and central bodies of the AFL-CIO are now, and have been in the past, supporting the SIXTY NOW Organization in their campaign, and,

Whereas, In June of 1965, House Bill 9565 was submitted to Congress with revisions of the Social Security Act to incorporate the SIXTY NOW program and detailing the mechanism to enact these changes.

Therefore Be It Resolved, The International Mailers Union do everything within its power to change our Social Security law so as to make our Social Security pension the primary pension for all workers with retirement at age 60, and

Be It Further Resolved, The delegates to this convention go record in support of an all out drive by our International Mailers Union to persuade Congress to amend our Social Security law. Making it possible for the worker to retire at age 60 with benefits of \$200.00 per month for the employee, plus \$100.00 for the spouse, regardless of age, and

Be It Further Resolved, The delegates to this convention agree with the past support to the SIXTY NOW organization, urge continued support for the SIXTY NOW organization and the program it is campaigning for, and

Be It Finally Resolved, The delegates to this convention request our International Mailers Union Executive Board, upon adoption of this resolution, to send letters to all local unions, informing them of the action taken by this convention, and requesting the

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officers of the different local unions to support and work with the SIXTY NOW organization.

Aid to Education

11. Whereas, the future of America rests in the hands and hearts of its students today, and

Whereas, many students are not receiving the full measure of assistance possible in consideration of the unlimited resources of our country.

Now, Therefore Be It Resolved that the International Mailers Union advocate positive congressional action to obtain more Federal Aid to Education at both the state and local levels.

Opposition to Anti-Trust

12. Whereas, some members of Congress are openly advocating the placing of labor organizations under the Anti-trust Act, and

Whereas, such action would serve further to hamstring the democratic functions of labor organizations.

Now, Therefore Be It Resolved that the International Mailers Union go on record as strenuously opposing any and all attempts to place labor organizations under the Anti-trust Act.

4 Day Week; Doubletime

13. Whereas, the problem of unemployment continues to plague the working force of this country and has posed severe displacement in certain industries; and

Whereas, the federal government has indicated acute awareness of the problem's seriousness in statements of President Johnson and other government officials;

Now, Therefore Be It Resolved, that the International Mailers Union reiterate its support of a four-day work-week as one means of alleviating unemployment brought on by automation and importation of foreign-manufactured products;

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And, Be It Further Resolved, that we urge and recommend to the U.S. Congress that they enact legislation calling for doubletime when overtime is worked.

Palmer Hoyt

14. Whereas, soon after the arrival in Denver of Palmer Hoyt, it became apparent that he is possessed of great talent and energy, and

Whereas, this talent and zeal were readily available to civic and philanthropic groups in his adopted City and State as well as to several of the Presidents of the U.S.A., and

Whereas, Palmer Hoyt exhibited an enlightened approach to Labor Relations in his own organization and thus offered leadership in this field to other employers in the community,

Therefore, Let It Be Resolved: That Denver Local Mailers Union No. 8 requests this International Mailers Union, in Convention assembled here in the City of Denver, Colorado, this month of August in 1965, to bestow on Mr. Palmer Hoyt the highest honor in its province to bestow, an Honorable Journeyman Working Card in the International Mailers Union.

Mark F. Ethridge

15. Whereas, Mark F. Ethridge, was aware of the problems and struggles, of organized labor in their infant years, and

Whereas, Mark F. Ethridge, has consistently befriended the members within the house of labor for the appreciated years of his service at the Courier Journal, and,

Whereas, Mark F. Ethridge, negotiated and signed the Louisville Mailer's Union No. 99 original contract, and thereafter continued to recognize the Mailer's problems with courteous respect; and

Whereas, Mark F. Ethridge, was not only an Employer, but a very dear friend to the Mailers,

Resolutions

Now Let It Be Resolved: The International Mailers Union by action at this the 22nd annual convention, forward Mark F. Ethridge, a copy of this resolution, and furthermore an "Honorable Journeyman Working Card" in the name of Mark F. Ethridge, be issued.

Minimum Wage Laws

16. Whereas, it has been forcibly brought to the attention of the American people that thousands of our citizens are living in dire poverty; and

Whereas, the payment of low wages has been one of the primary causes; and

Whereas, a modest increase in minimum wage law may help alleviate this situation,

Now, Therefore, Be It Resolved, that the International Mailers Union go on record as strongly urging and recommending that the U.S. Congress increase the minimum wage laws to \$2.00 per hour.

Labor Relations Court

17. Whereas, the National Labor Relations Board has, for some time, issued arbitrary and capricious decisions which place an entirely different interpretation upon certain provisions of the Labor Management Relations Act than those intended by Congress upon its enactment; and

Whereas, a great majority of these decisions have proved adverse to the welfare of independent unions;

Now, Therefore Be It Resolved, that the delegates met in this Convention voice complete support of the proposal advanced by President Harold A. Hosier of the International Mailers Union which would revise the composition of the NLRB so that it would be made up of nine judges appointed for lifetime tenure, and said proposal would further provide the right of appeal from any decision of said Labor Relations Court.

Repeal of Section 14(b)

18. Whereas, representatives in the United States

Resolutions

Congress have voted to repeal Section 14(b) of the Labor Management Relations Act, as amended; and,

Whereas, said Section is now before the United States Senate for action thereon; and

Whereas, it is morally right that Section 14(b) be repealed,

Now, Therefore Be It Resolved, that the delegates assembled in the 23rd Annual Convention of the International Mailers Union in Denver, Colorado, un-animously urge and respectfully recommend that the Senate give favorable consideration to the repeal of Section 14(b) and that the International Secretary be instructed to immediately send telegrams to the proper authorities regarding this resolution.

David C. O'Neill

19. Whereas, the untimely death of David C. O'Neill has left the entire membership of the IMU saddened; and

Whereas, David C. O'Neill was a pioneer in the organizing of the IMU local in Norfolk, Virginia; and

Whereas, David C. O'Neill was among the first to recognize the need for IMU affiliation with the Independent Labor movement; and

Whereas, David C. O'Neill was, by his actions and endeavors, truly Mr. IMU,

Therefore, Be It Resolved, that his works on behalf of the IMU be recorded at this, the 23rd Annual Convention of the IMU and,

Further, Be It Resolved, that a copy of this resolution be sent to the wife of David C. O'Neill and also to Norfolk Mailers Union No. 170.

NLRB Certification Requirements

20. Whereas, The present Taft-Hartley law provides

Resolutions

that a Certification Petition filed with the National Labor Relations Board must be supported by 30% of the employees, and

Whereas, Past practice has shown that this particular provision results in many representation elections which accomplish little for either party, and

Whereas, The present statute requires an election among employees regardless of the number who may have indicated preference for a specific labor union.

Therefore Be It Resolved, That the IMU through its elected representatives, take the necessary steps to seek amendment of the Taft-Hartley Act as amended, Section 9 (c), (1), (a), (i), to provide that a minimum of 45% of the employees must support the Certification Petition, and

Be It Further Resolved, That such amendment provide that in the event 65% of the employees sign authorization cards, then the Petitioner shall be certified as the bargaining agent without going to an election.

John Fitzgerald Kennedy

21. Whereas, our beloved late PRESIDENT JOHN FITZGERALD KENNEDY, whose untimely death left the entire world in mourning, and

Whereas, PRESIDENT JOHN FITZGERALD KENNEDY, was a true friend of Labor throughout his entire political years,

Now, Therefore Be It Resolved: That during the 22nd Annual Convention of the IMU, a memorial wreath be placed on the spot of assassination and a \$100 contribution be sent to the John F. Kennedy Memorial Library.

J. C. Kenney

22. Whereas, Brother J. C. Kenney, has been a member of Memphis Local No. 19 for over 40 years and,

Whereas, he has actively served the Memphis Local for 40 consecutive years as Secretary-Treasurer, and

Resolutions

Whereas, he has attended many IMU Conventions as a delegate or as a visitor, and

Whereas, Brother J. C. Kenney's devotion to his Union and dedication to the labor movement stand out as a shining example of true unionism,

Therefore, Be It Resolved: That we the Delegates and Officers to this the 22nd IMU Convention, honor the untiring devotion of Brother J. C. Kenney to Memphis Local No. 19 upon his retirement by entering this resolution into the IMU Book of Laws as a permanent record.

Tribute To Vice President Robert Glicker

23. Whereas, First Vice President Robert Glicker has been forced by reasons of poor health to miss this, the 24th Annual International Mailers Union Convention; and

Whereas, First Vice President Robert Glicker has, at all International Mailers Union Conventions, he has attended, been a warm and personal inspiration to one and all; and

Whereas, We here assembled in session at this 24th Annual International Mailers Convention wish to sincerely convey to First Vice President Robert Glicker our earnest prayers for his prompt and complete recovery.

Therefore Be It Resolved, That these good wishes be recorded as a part of these proceedings; and

Further Be It Resolved, That a copy of this resolution be forwarded to First Vice-President Robert Glicker.

Regional Seminars

24. Whereas, It has become apparent there is a growing desire on the part of local union officers and delegates to further their knowledge on matters of organizing, negotiations, handling of grievances, Automation, etc., and

Resolutions

Whereas, In past years there have been seminars held in various sections of the country on matters of interest to local union members, now

Therefore Be It Resolved, The delegates here assembled go on record as favoring renewal of holding seminars in various sections of the country when evidence is given to the President of the IMU that such a seminar is desired.

Withdrawal of Sagot Suit

25. Whereas, Delegates were assembled in Miami, Florida on August 23, 1961, for the Nineteenth Annual Convention of the International Mailers Union, and

Whereas, Said delegates denied an appeal entitled "Charges, Fines and Expulsion of Leonard M. Sagot," and

Whereas, Subsequent to that Convention action in December of 1961 L. M. Sagot instituted an action in Equity in the Court of Common Pleas of Philadelphia County against the International Mailers Union, Philadelphia Mailers Union No. 14, and IMU President Harold A. Hosier, and,

Whereas, that suit asked damages of nearly \$200,000 reinstatement as a member of No. 14 and the International and restoration as President-Business Manager of No. 14 and,

Whereas, the International Mailers Union and Philadelphia Mailers Union No. 14 have vigorously defended against this action to the point that a Stipulation of Counsel, approved by the Executive Council of the International Mailers Union, has been signed and,

Whereas, Said Stipulation of Counsel provided for the written resignation of Leonard M. Sagot and withdrawal of damage claims by all parties,

Therefore, Be It Resolved, That the delegates assembled at this 25th annual IMU Convention approve the settlement and resignation as heretofore set forth.

(1. Leonard M. Sagot has signed and given to the IMU a resignation which is permanent and final to never again become a member of the IMU or local union.

2. This action is convention action and no local union can do anything with this matter in any shape or form. Any future dealing with L. M. Sagot can only be dealt with on the convention floor.)

ITU Actions Deplored

26. Whereas, the International Mailers Union, since its inception in 1943, has been subjected to harrassment, intimidation, raiding tactics, vilification and malicious slander by the International Typographical Union and its representatives, and

Whereas, such dastardly efforts have increased in recent years so that it has become necessary to fine, expel, or otherwise punish members engaged in dual-union activity and also to impose trusteeships upon IMU local unions in Detroit, Michigan and Fresno, California,

Therefore Be It Resolved that delegates assembled for this Twenty-fifth Annual Convention evidence their deep concern and herein deplore with utter contempt and disdain the "divide and destory" tactics of the ITU, and

Be It Further Resolved that the Executive Council continue to defend the integrity and jurisdiction of this International Mailers Union with every means at its command.

Postal Raises Protested

27. Whereas, Pending legislation in the Congress of the United States would influence postal costs and mailing procedures to such an extent as to cause severe problems among some employers of our members, and

Whereas, passage of such legislation could result

in suspension of operations in mailing shops thus causing serious employee layoffs and a resultant disruption of those employees' mode of living.

Therefore, Be It Resolved that the International Executive Council continue its opposition to any punitive measures which may be directed against users of Second, Third and Fourth Class mail.

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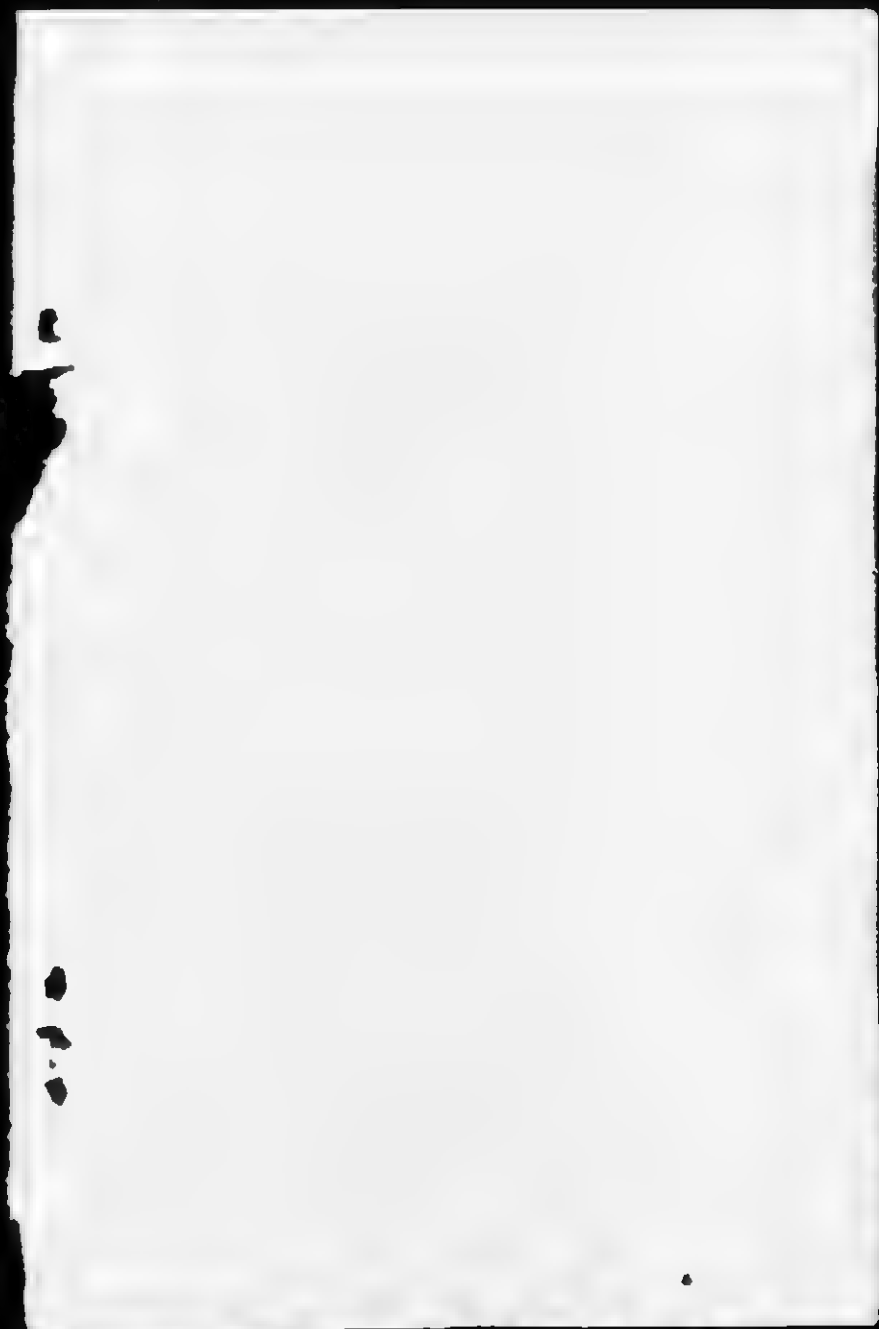
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1969

Supplement To

BOOK OF LAWS



**INTERNATIONAL
MAILERS UNION**

**This supplement is to be used in
conjunction with the 1968 Book of
Laws of the International Mailers
Union and together constitute all
laws of the IMU in effect as of
December 1, 1968.**

**Produced and mailed by union
members under complete
union conditions**



CONSTITUTION

ARTICLE III, Page 6

Authority of IMU Executive Council

Section 1. The International Mailers Union, through its Executive Council, shall exercise complete and unrestricted authority to define its jurisdiction, and enforce, as provided in its Constitution and By-Laws, all laws for the government of the International Mailers Union, its subordinate unions and its officers and members throughout its entire jurisdiction.

ARTICLE III, Page 7

Associate Workers

Section 2. (c) All work which may be considered as allied to the mailing craft shall be under the jurisdiction of the International Mailers Union. Provided, that any such group shall be issued a special charter wherein they shall be granted the right to govern themselves subject to the supervision of the International Mailers Union, the costs of said supervision to be borne by the allied group or the International Mailers Union. Where both Mailer and Associate Worker Unions exist in the same city, they may agree to establish joint boards with equitable representation of each union involved, who may act in an advisory capacity. Provided further, that such members be granted all protective benefits of the International Mailers Union except that traveling and withdrawal card shall not be exchanged or honored between allied groups and a mailers' subordinate union.

Associate workers may have the privilege of making an application for an apprenticeship as set forth in International Mailers Union laws. All time and training the applicant has had as an associate member

may be reviewed by the local joint apprentice committee, as described in the General Laws, Article 1, Section 2, and upon their recommendation, this time shall apply toward their apprenticeship and graduation.

ARTICLE IV, Page 18

Election Returns to IMU Secretary

Section 12. (b) Such returns shall be mailed under the seal of the subordinate union so as to be received in the Secretary-Treasurer's office no later than twelve ((12) midnight the first Tuesday following the Wednesday of the election.

ARTICLE XII, Page 37

Method of Collection

Section 3. (c) Said assessment shall be collected weekly during the first month of its duration and either weekly, bi-weekly or monthly thereafter according to which best suits each subordinate union. However, in no case may a Local be in arrears more than one month. The local secretary-treasurer will place all assessments due on the following month's card and said assessment shall be transmitted to the International Secretary-Treasurer.

ARTICLE XV, Page 42

Oath and Obligation of Members

Section 1. All subordinate unions shall have an article in their constitution which shall read as follows:

Obligation

Every person admitted as a member of the Inter-

national Mailers Union shall be introduced to the President and requested to raise his right hand while repeating these words:

I,, solemnly and sincerely swear to abide by the laws of this union: to bear true allegiance to the International Mailers Union: to belong to no society or organization whose intent is to interfere with legislation or jurisdiction of the International Mailers Union; to abide, at all times, by the decision of the majority; and to never knowingly wrong a brother or sister or see him or her wronged if in my power to prevent.

To all of which I pledge my most sacred honor.

ARTICLE XVI, Page 44

Honorable Withdrawal Cards

Section 3. Journeyman members in good standing who cease to work at the business shall be entitled to an Honorable Withdrawal Card provided by the International Mailers Union which exempts them from the payment of all dues and deprives them of all offices and benefits whatsoever. Applications for Withdrawal Cards shall be granted or denied by votes of the subordinate union of which applicant is a member.

BY-LAWS

ARTICLE IV, Page 55

Fiscal Year

The fiscal year of the International Mailers Union shall commence on the 1st day of December and end on the 30th day of November.

ARTICLE VII, Page 60

Apprentice Priority Established

Section 3. Subordinate unions shall grant priority standing to registered apprentices in his or her chapel upon completion of the four (4) year training period: such priority shall be established from date of transfer to journeyman status.

Provided, however, that after an apprentice has served two years and attended twenty-four (24) regular or special meetings, he may establish his priority below the last substitute on the priority list. However, if a situation should arise where the union is unsuccessful in filling a regular situation with a journeyman and so chooses to fill the situation by upgrading an apprentice to Journeyman status, (with the approval of the International), he shall maintain his priority which was established during his apprenticeship.

ARTICLE XI, Page 75

Assessments

Section 22. Proposals to increase or decrease local dues or levy a special local assessment shall be adopted by majority vote in a referendum canvass of six-month members. Ballots shall plainly explain

necessity for the proposed change. Whenever it is proposed that special assessments shall be made for more than one purpose, each proposition must be voted upon separately. Provisions must be made for a specific date on which the collection of each special assessment shall be discontinued. Special assessments levied by local unions must apply to all classes of members actively engaged at the mailing trade in a manner that is equitable.

ARTICLE XI, Page 81

Local Referendum Vote

Section..42. All questions submitted to a local referendum vote of any subordinate union under the jurisdiction of the I.M.U. shall be decided by the majority of votes cast.

ARTICLE XIX, Page 94

Strike Benefits

Section 10. If there is a Defense Fund in existence when a strike has been inaugurated in accordance with the provision of this Article and authorized by the Executive Council of the International Mailers Union, there shall be paid to the order of the President and Secretary-Treasurer of the subordinate union involved whichever sum is greater, \$50.00 per week or fifty percent (50%) of the basic day scale for each member on strike, the same to be effective as of the eighth (8th) calendar day of the strike. Payment of benefits may be discontinued at such time as the Executive Council of the International Mailers Union deems wise and names may be added to or removed from the strike roll at the discretion of the Executive Council.

Where there is reason to believe dual unionism

exists, the Executive Council, by majority vote, may require that all members, before receiving strike or lockout benefits, must attest by signature to the following statement:

"I affirm that I am not now receiving strike or lockout benefits from any source other than the International Mailers Union. If it should be found that I do receive such on or after this date, I agree that I will repay the International Mailers Union all money received during the present strike and/or lockout.

Date

Signed

Associate workers shall be paid in proportion to the amount of dues paid into the Defense Fund. Viz: Twelve Dollars and Fifty Cents (\$12.50) per week for each monthly payment of Twenty-Five Cents (\$.25).

ARTICLE XXIV, Pages 116, 117

Dual Unionism

Section 1. The Executive Council, at its discretion, upon receipt of factual evidence and/or admission of a member aiding any rival labor organization in any activity detrimental to the International Mailers Union or in any manner not previously approved by a convention of the International Mailers Union or by its International Executive Council, may, in addition to any other penalties imposed upon said member which may include summary expulsion, declare him ineligible (i) to attend any meeting of his chapel or of his local union or any meeting held under the auspices of the International Mailers Union; (ii) to vote on any matter on which members of the International Mailers Union or any local union thereof have the right to vote; and (iii) to hold any appointive or elective office in, or be a member of any committee of,

his chapel, his local union, or the International Mailers Union.

Such ineligibility shall continue for such period as the Executive Council may determine, provided, said member may, upon the submission of documented evidence to the contrary, request and receive a hearing before a panel appointed by the International President. The decision of the Executive Council and/or the panel so appointed may be appealed to the next convention.

Section 2. For the purposes of this Article, "labor organization" shall have the same meaning as given to said phrase in Section 2(5) of the National Labor Relations Act, as amended: and the phrase "rival labor organization" shall mean any such labor organization which claims to have jurisdiction over, or to represent any employees performing any one or more of the kinds of work or tasks over which the International Mailers Union has or claims jurisdiction.

GENERAL LAWS

ARTICLE III, Page 131

Employment Of Substitutes After 30 Days Absence

Section 6. Priority substitutes must be employed on situations after situation holder has been absent from his or her situation for a period of thirty (30) days; provided, if there should be more than one situation open, the priority substitute shall have his or her choice.

RESOLUTIONS

Incorporate the following resolutions in the 1968 Book of Laws.

National Association of Unions

1. WHEREAS, A new organization, known as the National Association of Unions, is in the process of formation and

WHEREAS, the purpose of this organization is the consideration of the many problems confronting independent unions such as the unfair treatment we face at the hands of the NLRB, the need of professional guidance and assistance in many Independent Unions, the lack of communication between Independent Unions and other subjects of equal importance, and

WHEREAS, a preamble to the constitution was adopted, and in addition, an interim constitution was adopted to be in effect until the constitutional convention is held in May, 1969,

THEREFORE, BE IT RESOLVED: that the I.M.U. endorse and support the National Association of Unions,

AND, BE IT FURTHER RESOLVED: that since President Hosier and Secretary-Treasurer Johnson are acting as interim President and Secretary-Treasurer of the National Association of Unions, that the Executive Council of the I.M.U. along with the Presidents of the seven largest I.M.U. Locals attend the constitutional convention of the National Association of Unions as delegates representing the I.M.U., who will report to the next I.M.U. Convention.

Commendation of Gerson Goldman

2. WHEREAS, Gerson Goldman has been a delegate to many I.M.U. Conventions, and

WHEREAS, he has demonstrated his absolute sin-

cerity and dedication in promoting the interests of the I.M.U., and

WHEREAS, he has endeared himself to delegates and visitors as a warm and personal friend to all;

BE IT THEREFORE RESOLVED: that the International Mailers Union at this Twenty-Sixth Annual Convention on the sixteenth day of July in Nineteen Hundred and Sixty-eight, does officially commend Gerson Goldman in recognition of his many efforts and deeds in our behalf, and

BE IT FURTHER RESOLVED: that a copy of this commendation shall be sent to Gerson Goldman inscribed on an appropriate scroll or plaque.

Consolidation of International Funds

3. WHEREAS: the International Executive Council reports the need for consolidating the Organization and Mailer Funds into the General Fund, and

WHEREAS: the Returns and Finance Committee concurs in this action for a period to expire at the beginning of the 1969 Convention,

LET IT BE RESOLVED, THEREFORE, that the International Secretary-Treasurer will make a report at said Convention on its merits.



INTERNATIONAL MAILERS UNION

A CRAFT UNION
OF THE PRINTING TRADES

United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

**DALLAS MAILERS UNION, LOCAL NO. 143, and
INTERNATIONAL MAILERS UNION,**

Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

**On Petition for Review and Cross-Application for
Enforcement of an Order of
The National Labor Relations Board**

**BRIEF FOR
THE NATIONAL LABOR RELATIONS BOARD**

United States Court of Appeals
for the District of Columbia Circuit

FILED AUG 3 1970

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UPON ARE MARKED BY ASTERISKS.

United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 23,984

DALLAS MAILERS UNION, LOCAL NO. 143, and
INTERNATIONAL MAILERS UNION,

Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

On Petition for Review and Cross-Applcation for
Enforcement of an Order of
The National Labor Relations Board

**BRIEF FOR
THE NATIONAL LABOR RELATIONS BOARD**

COUNTERSTATEMENT OF ISSUE PRESENTED

Whether substantial evidence on the record as a whole supports the Board's finding that the Unions violated Section 8(b)(1)(B) of the Act by restraining and coercing the Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

In accordance with Rule 8(d) of the General Rules of this Court, the Board states that this case is before the Court for the first time.

COUNTERSTATEMENT OF THE CASE

This case is before the Court upon the petition of Dallas Mailers Union, Local No. 143 and International Mailers Union (hereinafter referred to as "the Local," "the International," and also as "the Unions") to review and set aside an order of the National Labor Relations Board issued on February 25, 1970, pursuant to Section 10(c) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C., Sec. 151, *et seq.*). The Board has requested enforcement of its order. The Board's Decision and Order (J.A. 26-29, 38-50)¹ are reported at 181 NLRB No. 49. This Court has jurisdiction under Section 10(e) and (f) of the Act.

I. THE BOARD'S FINDINGS OF FACT

A. Background

Dow Jones Company, Inc. (hereinafter, "the Company") publishes the southwest edition of the Wall Street Journal at a plant in Dallas, Texas (J.A. 39-40; 56, 59). The Company recognizes the Local as the representative of the rank-and-file employees who work in the mailing room at that plant (J.A. 40; 56, 60-61).² The membership of the Local consists solely of these employees and their foreman (J.A. 40; Tr. 54-55).

The current contract between the Company and the Local is effective from January 1, 1968 to December 31, 1970 (J.A. 40; 65-74). Section 8

¹ "J.A." references are to pages of the Joint Appendix filed herein. "Tr." references are to the pages of the transcript of the unfair labor practice hearing which are reprinted in the Joint Appendix but are not renumbered. References preceding a semicolon are to the Board's findings; those following are to the supporting evidence.

² Until January 1962, the Company had contracted out its mailing room work to the Ridgway Mailing Company (J.A. 40; Tr. 30). The Local also represented the mailing room employees when they worked for Ridgway (J.A. 40).

of the contract provides, *inter alia*, that the mailing room foreman "shall be [the Company's] representative in the mailing room, . . . shall be the sole judge of an employee's competency . . . and shall direct, control and assign all employees in his department" (J.A. 40; 69). In recognition of the fact that foremen in the trade are customarily union members, Section 8 concludes (J.A. 40; 70):

The Union shall not discipline the foreman for carrying out orders of [the Company] or [its] representatives as authorized by this contract.

The contract also outlines a grievance procedure for the settlement of all disputes arising in the mailing room (J.A. 40; 70-71, Tr. 114). The foreman participates in that procedure and may adjust grievances (J.A. 40; 70, Tr. 179-180).

Leon Colston has been the mailing room foreman since February 1968 (J.A. 40; Tr. 47). Previously, he had been a rank-and-file employee and the assistant foreman in the mailing room (J.A. 40; Tr. 47). While an employee, he had been active in the affairs of the Local, serving on various committees and as secretary-treasurer and chapel chairman³ (J.A. 40; Tr. 46-47, 77-78). After becoming foreman, Colston continued to maintain his membership in the Local (Tr. 53).

The mailing room employees, who had relied upon Colston as a union representative, objected to him as a management representative (Tr. 67; 107-109, 115-117). The strained relations between Colston and the

³ The chapel chairman "represents the union on the floor" in discussions with the foreman concerning employee grievances (J.A. 70; Tr. 47).

mailing room employees interfered with the effective operation of this department (Tr. 107-108). Repeatedly, when the Company and the Local conferred about problems in the mailing room, the Local indicated directly or indirectly that, if the Company "would get rid of Colston, [it] would also get rid of the problem" (Tr. 107-109, 115, 117-120).

When Colston and his wife were subjected to abusive telephone calls, his car and truck were damaged, and he was threatened with physical injury, the Company requested a meeting to discuss these matters (J.A. 41; Tr. 115-116). Thereafter, in March 1968, representatives of the Company, the Local, and the International met (J.A. 41; Tr. 116). The Company informed those present that it was convinced the Local wanted it to get rid of Colston but that it would not do so (J.A. 41; Tr. 116). The Company said it would dismiss the entire mailing room staff rather than dismiss Colston and cautioned that there was to be no violence (J.A. 41; Tr. 116-117).

At another meeting in December 1968, the Company's counsel, Joseph Barletta, told Vice President Valero of the International that the Company was having production problems in the mailing room which it attributed to continued employee hostility toward Colston (J.A. 41; Tr. 117). Barletta reminded Valero that a year earlier, when they had discussed complaints about Colston's conduct as assistant foreman, Valero had said "it was natural for the men to resent a former union official becoming a member of management, but the men should get over it in time" (J.A. 41; Tr. 117). Valero admitted that the situation had not improved and predicted that it would not "[u]nless [the Company] would consider making a change" (J.A. 41; Tr. 117).

In January 1969, at another meeting, Valero told Barletta that "Colston did not have the respect of the men and that until [the Company] got rid of him the [mailing] room would not run smoothly" (Tr. 117-118). Barletta refused to discuss replacing Colston (Tr. 118).

Welmar Cantrell was one of the mailing room employees who objected to Colston's supervision (J.A. 41; Tr. 122-124). Cantrell had worked in this department for 22 years and had been its foreman for 18 years (J.A. 41; Tr. 52, 122). In November 1967, the Company demoted him and returned him to the line as a journeyman mailer (J.A. 41; Tr. 52, 122).

B. Colston criticizes Cantrell's job performance

In July 1968, the Company installed an automatic "kicker" in the mailing room (J.A. 41; Tr. 41).⁴ Colston assembled all the employees in the department and demonstrated the proper method of operation with the new machine (J.A. 42; Tr. 41-42, 45, 90). The only real change in the operation involved the labeler's position and required that, on occasion, the labeler step down and catch the papers (J.A. 41-42; Tr. 32). The mailing room employees rotate positions every 15 minutes and not all of these employees followed instructions when working as the labeler (J.A. 41-42; Tr. 43-44, 126). Accordingly, Colston had to correct the way a number of them performed this job (Tr. 45, 90, 96, 105).

In November 1968, Colston observed that Cantrell, when working as the labeler, was not stepping down to the end of a table so that he could catch the papers. Colston ordered him to do so (J.A. 42; Tr. 47, 74-76). Colston issued a written reprimand on November 19, stating that Cantrell had "failed to obey a valid and reasonable order" and that a failure to obey such an order in the future might lead to his discharge (J.A. 42; 75).

⁴ This device separates groups of papers going to one area or into a postal bag (J.A. 41; Tr. 35-38).

In February 1969, Colston noted that Cantrell repeatedly stopped a mailing machine because once again he was not performing the labeler's job properly (J.A. 42; Tr. 47-48). Pursuant to the usual procedure, Colston spoke to the chapel chairman and the assistant foreman before calling Cantrell aside (J.A. 42; Tr. 48-49). Colston told Cantrell: "I have asked you, I have demonstrated it, I have ordered you, and this is my final order to you, either step down to the end of the table and catch the papers or you will be looking for another job" (J.A. 42; Tr. 49, 184).

On February 27, Colston asked employee Wayne Wright, the Local's president, to correct the way Wright was performing the labeler's job (J.A. 42; Tr. 45-46, 140-141). Wright complied without complaint (Tr. 51-52). Approximately 15 minutes later, Wright handed Colston a copy of a letter he had received from Cantrell (J.A. 42-43; Tr. 45, 96, 140-141). In this letter, dated February 22, Cantrell charged that Colston was engaging in "conduct unbecoming a union man" by discriminating against him and requiring him to "perform duties that are not performed by any other member or members, in the same mailroom, where all the duties of each mailer are the same" (J.A. 27, 43; 77).

Colston referred these charges to his immediate supervisor (J.A. 43; Tr. 50). The following day the Company advised Colston that this matter had been turned over to its legal department (J.A. 43; Tr. 50).

C. The Unions expel Colston

At a union meeting on March 2, the Local's membership, with Colston abstaining, voted to request the International to take jurisdiction of Cantrell's charges (J.A. 43; 79, Tr. 51, 143-144). On March 14, the International sent a letter to Local President Wright, Cantrell and Colston (J.A. 43; 81). The International stated that it had assumed jurisdiction and

requested Cantrell to forward five copies of his charges and Colston to forward five copies of his reply (J.A. 43; 81, Tr. 144-145).

On April 23, the Company sent a telegram to International President Hosier, with a copy to the Local's president, stating that it had instructed Colston not to honor the International's request (J.A. 27, 43; 84). The Company advised the International that it considered the proceedings against Colston to be in direct violation of the contract and it requested a meeting of the Joint Standing Committee, which had been established pursuant to the contract as an integral part of the grievance procedure (J.A. 27, 43; 84, Tr. 106). The Company further advised the International that it would interpret any further harassment of its foreman as an unfair labor practice in violation of Section 8(b)(1)(B) of the Act and would seek an appropriate remedy (J.A. 43; 84).

By letter dated May 19, and mailed on June 5, the International informed Colston that its Executive Council had approved a motion that Cantrell's charges be upheld (J.A. 43; 85). The International gave Colston 20 days to demonstrate why he should not be expelled (J.A. 43; 85). Colston did not respond and, in a letter dated June 27, the International informed him of his expulsion (J.A. 43; 87). Colston twice tendered his dues for the month of July and, in a letter to the International's president, Colston stated that he "sincerely [wished] to remain a member" (J.A. 27; 88, Tr. 53-54). His tendered dues were refused on the ground that he had been expelled (J.A. 27, 43; 89). As a result of his expulsion, Colston lost various benefits which members enjoy (J.A. 44; Tr. 100-103).

II. THE BOARD'S CONCLUSION AND ORDER

On the basis of the foregoing, the Board found that the Unions had violated Section 8(b)(1)(B) of the Act by the disciplinary actions they took against the Company's foreman who was a member of the Unions. (J.A. 26-28, 45-46).

The Board's order (J.A. 29, 47-49) requires the Unions to cease and desist from the unfair labor practices found. Affirmatively, the Unions are to rescind the disciplinary action taken and to expunge all references thereto from the records. The Unions are also required to make Colston whole for any losses he may have suffered as a result of the disciplinary action, to advise Colston that he has been restored to full membership in the Unions, and to post appropriate notices.

ARGUMENT

SUBSTANTIAL EVIDENCE ON THE RECORD AS A WHOLE SUPPORTS THE BOARD'S FINDING THAT THE UNIONS VIOLATED SECTION 8(b)(1)(B) OF THE ACT BY RESTRAINING AND COERCING THE COMPANY IN THE SELECTION OF ITS REPRESENTATIVES FOR THE PURPOSES OF COLLECTIVE BARGAINING OR THE ADJUSTMENT OF GRIEVANCES

Section 8(b)(1)(B) of the Act provides that it shall be an unfair labor practice for a labor organization or its agents "to restrain or coerce . . . an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances." The Board, with uniform court approval, has consistently held that "[b]oth the language of this section and its legislative history demonstrate Congress' intention to safeguard the rights of employers freely to designate representatives of their own choosing for the purposes, *inter alia*, of collective bargaining."

Local 294, Teamsters, etc., 126 NLRB 1, 4 (1960), enforced, 284 F.2d 893, 896 (C.A. 2, 1960).⁵ The statutory protection afforded an employer's selection of a representative to deal with the union in some respects is the correlative of the Section 7 guarantee of the employees' right "to bargain collectively through representatives of their own choosing." As stated by the Second Circuit, "This right of employees and the corresponding right of employers, see section 8(b)(1)(B), . . . to choose whomever they wish to represent them is fundamental to the statutory scheme. In general, either side can choose as it sees fit and neither can control the other's selection" *General Electric Company v. N.L.R.B.*, 412 F.2d 512, 516-517 (C.A. 2, 1969) (union entitled to include on its negotiating team individuals who are members of other unions). Accord: *Minnesota Mining & Mfg. Co. v. N.L.R.B.*, 415 F.2d 174, 177-178 (C.A. 8, 1969) (same). See also, *Hill v. Florida*, 325 U.S. 538, 541 (1945).

Under settled principles, collective bargaining "applies to labor-management relations during the term of an agreement" (*N.L.R.B. v. Acme Industrial*

⁵ See, e.g., *N.L.R.B. v. Local 294*, *supra*, 284 F.2d at 896 (union refusal to participate in the administration of contract unless the employer withdrew certain representatives constituted restraint and coercion in violation of Section 8(b)(1)(B)); *Los Angeles Cloak Joint Board, etc.*, 127 NLRB 1543, 1544, 1550-1551 (1960) (strike to procure removal of employer's bargaining representative); *Int'l Union of Operating Engineers, Local 825*, 145 NLRB 952, 962 (1964) (threat to cease negotiations with an employer association and demand to deal with individual employers); *Ice Cream, Frozen Custard Industry Employees, etc., Local 717*, 145 NLRB 865, 871 (1964) (same); *Int'l Typographical Union, Local 38 v. N.L.R.B.*, 278 F.2d 6, 12 (C.A. 1, 1959), affirmed by an equally divided court on this point, 365 U.S. 705 (1961), rehearing denied, 366 U.S. 941 (strike to compel employer to sign an agreement requiring foremen to become union members); *Portland Stereotypers, etc., Union No. 48, et al.*, 137 NLRB 782, 787 (1962) (same); *Painters District Council No. 36, AFL-CIO*, 155 NLRB 1013, 1017-1018 (1965) (insistence to impasse on the inclusion of contract clause designating specified employer members of joint committee to adjust grievances, coupled with a threat that no workmen would work unless the contract was signed); *United Ass'n. of Journeymen, etc., Local 525*, 135 NLRB 462, 470-471 (1962) (same).

Co., 385 U.S. 432, 436 (1967)), and encompasses the adjustment of grievances and differences arising from conflicting interpretations of the agreement. Section 8(d) of the Act; *Hughes Tool Company v. N.L.R.B.*, 147 F.2d 69, 72-73 (C.A. 5, 1945); *Timken Roller Bearing Co. v. N.L.R.B.*, 161 F.2d 949, 954 (C.A. 6, 1947). In the instant case, the Company's mailing room foreman engages in initial negotiations concerning grievances and contract disputes and functions as one of the Company's statutory collective bargaining representatives for resolving these disputes (J.A. 40; 70-71, Tr. 114, 179-180). The Unions' representative with whom the foreman deals is the chapel chairman, an employee who is the equivalent of a union steward and who is a responsible agent of the Unions. Cf. *N.L.R.B. v. Int'l. Bhd. of Boilermakers, etc., Local 83*, 321 F.2d 807, 810 (C.A. 8, 1963).

As set forth in the Counterstatement, the mailing room employees objected to supervision by Foreman Colston, a union member of long standing, and the Unions urged the Company to replace him. The Company flatly refused. Thereafter, mailing room employee Cantrell filed charges with the Unions which accused Colston of "conduct unbecoming a union man," namely, "discriminating" against Cantrell by reprimanding him, and complaining to the Unions, because Cantrell repeatedly failed to perform certain necessary tasks while operating the Company's new automatic "kicker". The Unions instituted formal proceedings against Colston and so notified the Company. The Company advised the Unions that Colston had been instructed not to participate in the proceedings. It further indicated that it considered the proceedings in violation of the parties' contract, which precluded union discipline against foremen for carrying out Company orders. The Company requested a meeting of the parties' Joint Standing Committee established by the contract, and urged the Unions to cease their unlawful harassment of Colston. The Unions, however, processed Cantrell's charge and expelled Foreman Colston. His tender of dues was thereafter refused, resulting in loss of various union benefits.

We submit that the Board properly concluded that the Unions' disciplinary action against the mailing room foreman was designed to change the Company representatives from persons representing the viewpoint of management to persons responsive or subservient to the Unions' will. As the Board reasoned in *San Francisco-Oakland Mailers' Union No. 18, International Typographical Union*, 172 NLRB No. 252 (1968), 69 LRRM 1157-1159:

In enacting Section 8(b)(1)(B) Congress sought to prevent the very evil involved herein — union interference with an employer's control over its own representatives The purpose and effect of [the Union's] conduct literally and directly contravened the statutory policy of allowing the [Company] an unimpeded choice of representatives for . . . the adjustment of grievances.

Accord: *Local Union No. 453, Brotherhood of Painters, etc.*, 183 NLRB No. 24 (1970), 74 LRRM ____; *Sheet Metal Workers International Association, Local Union 49, AFL-CIO*, 178 NLRB No. 24 (1969), 72 LRRM 1070 (pending on application for enforcement C.A. 10, No. 69-70); *New Mexico District Council of Carpenters, etc.*, 177 NLRB No. 76 (1969), 71 LRRM 1470 (pending on application for enforcement C.A. 10, No. 128-70); *New Mexico District Council of Carpenters, etc.*, 176 NLRB No. 105 (1969), 71 LRRM 1445 (pending on application for enforcement C.A. 10, No. 129-70); *Toledo Locals Nos. 15-P and 272, Lithographers, etc.*, 175 NLRB No. 173 (1969), 71 LRRM 1467 (pending on application for enforcement C.A. 6, No. 20,297).

The action taken by the Union here is precisely the sort described by Senator Ellender during Senate consideration of Section 8(b)(1)(B). The Senator stated: “. . . [Q]uite a few unions forced employers to change foremen. They have been taking it upon themselves to say that management should not appoint any representative who is too strict with the

membership of the union. This amendment seeks to prescribe a remedy in order to prevent such interference" (93 Cong. Rec. 4266, II Leg. Hist. of the LMRA 1077).⁶

The Board with warrant rejected the Unions' contention that expelling Colston foreclosed any further union disciplinary action against him and, consequently, that the expulsion could not inhibit Colston from representing management's viewpoint. As the Board stated (J.A. 28):

[T]he inhibiting effect of the expulsion on Colston does not terminate with his expulsion. It is evident that Colston tendered his dues for July after his expulsion because of his desire to retain the benefits that union membership afforded. Thus, . . . his expulsion would likely have an inhibiting effect on his future conduct as a supervisor and representative of the Company because of his desire for reinstatement in the [Unions]

The Board further found that "the effect of Colston's expulsion [was] not limited merely to its impact on Colston and his relationship with the Company" (J.A. 28). Under established practice in this trade, foremen are union members. In expelling Colston, the Unions clearly showed the assistant foreman and anyone who might become a foreman that they would be subject to similar discipline if they acted as management's bargaining representative in a manner which displeased the Unions.

⁶ The Senate Labor Committee explained, in reporting out the bill in which Section 8(b)(1)(B) originated, that "this subsection would not permit a union to dictate who shall represent an employer in the settlement of employee grievances, or to compel the removal of a personnel director or supervisor who has been delegated the function of settling grievances" (S. Rep. 105, 80th Cong., 1st Sess., p. 21, 1 Leg. Hist. 427). See also, Senator Taft's presentation (93 Cong. Rec. 3837, II Leg. Hist. 1012).

The Unions also argue (Br. pp. 7-8, 15, 20-21) that a merely "personal feud" between Cantrell and Colston, unrelated to Colston's managerial functions, led to the filing of the charges. They contend that the Unions simply processed these charges and were required to expel Colston when he made no reply to Cantrell's accusations.

This argument does not bear scrutiny. The Unions, as well as various mailing room employees, had been waging a campaign to undermine Colston and force the Company to replace him. The filing of the charges and the action taken upon them were but further incidents in this campaign. That the Unions were responsible for both the filing of the charges and the expelling of Colston is revealed by Cantrell's testimony at the unfair labor practice hearing. Apparently, Cantrell intended to file a grievance but he "discussed [this matter] with the union before, and they said . . . the only out was . . . through the Laws to file charges [against Colston]" (Tr. 129). Cantrell followed this advice and charged that Colston had engaged in "conduct unbecoming a union man" by allegedly requiring him to perform duties not performed by other mailing room employees (J.A. 27, 43; 77). Fifteen minutes after Colston criticized Local President Wright's own job performance as a labeler, Wright handed Cantrell's charges to Colston.

Wright, however, had accepted Colston's criticism and improved his job performance. As shown *supra*, pp. 5-6, Colston required nothing of Cantrell that he did not require of the other employees under his supervision, or that may be identified as contrary to his union obligations. Directions concerning the proper method of performing the labeler's job on the new equipment were clearly within Colston's authority as foreman of the mailing room. Employee dissatisfaction with such directions would constitute grounds for filing a grievance. Since Cantrell had been threatened with discharge, the grievance procedure would have been the appropriate forum to seek relief and protection if Cantrell's complaint had any legitimate

basis. The Company's request that Cantrell's complaints be referred to the Joint Standing Committee established under the grievance procedure was ignored.

Furthermore, nothing in the record indicates what internal union obligation Colston transgressed, beyond the general claim that he had engaged in "unbecoming" conduct. The source of displeasure over Colston's actions was, we submit, plainly his actions on management's behalf on matters where the latter's freedom of action is protected by the Act from intimidating union pressures.

The Union may not argue that, under the rationale of *N.L.R.B. v. Allis-Chalmers Mfg. Co., et al.*, 388 U.S. 175 (1967), rehearing denied, 389 U.S. 892, Section 8(b)(1)(B) did not bar their disciplinary action against the mailing room foreman. In *Allis-Chalmers* the Supreme Court held that a union could lawfully fine a member for crossing a picket line established in support of a lawful strike, relying in part on the proviso to Section 8(b)(1)(A) of the Act which provides that a union's right to prescribe its own rules with respect to the acquisition or retention of membership shall not be impaired (388 U.S. at 191-192). See *Scofield, et al. v. N.L.R.B.*, 394 U.S. 423 (1969) (union may lawfully fine its members for violating ceilings upon incentive earnings previously promulgated in a union by-law and acquiesced in by the employer).⁷ The holding in *Allis-Chalmers* does not support such a defense.

⁷ See also, *Price v. N.L.R.B.*, 373 F.2d 443, 446 (C.A. 9, 1967), cert. denied, 392 U.S. 904 (union does not violate Section 8(b)(1)(A) by expelling a member for filing with the Board a petition to decertify the union as bargaining agent); *International Molders, etc., Local 125, AFL-CIO*, 178 NLRB No. 25 (1969), 72 LRRM 1049 (fining member for filing decertification petition, however, is unlawful (Board Members Fanning and Jenkins, dissenting)). Accord: *Local 4186, United Steelworkers, etc. (McGraw Edison Company)*, 181 NLRB No. 162 (1970), 73 LRRM 1570.

First, the proviso contained in Section 8(b)(1) is limited to paragraph (A) of the section which proscribes union interference with *employee* rights guaranteed by the statute; the proviso is not a part of paragraph (B) which proscribes union interference with an *employer's* rights. See, *Price v. N.L.R.B.*, *supra*, 373 F.2d at 444 n. 1, 446. *Local Union No. 167, Progressive Mine Workers of America v. N.L.R.B.*, 422 F.2d 538, 541-542 (C.A. 7, 1970), cert. denied, June 22, 1970.⁸ Moreover, a union objective of forcing an employer to provide more compliant representatives for the adjustment of grievances may not be equated with the internal union objective sought in *Allis-Chalmers*. As stated by the Board in *San Francisco-Oakland Mailers' Union*, *supra*, 69 LRRM at 1159:

The primary relationship . . . affected [in *Allis-Chalmers*] was the one between the union and its members, and the union's particular objective — solidarity in strike action — was deemed by the Supreme Court a legitimate area for union concern in the circumstances involved. In contrast, in the present case, the relationship primarily affected is the one between the Union and the [Company] The relationship between the Union and its members appears to have been of only secondary importance, used as a convenient and, it would seem, powerful tool to affect the employer-union relationship, *i.e.*, to compel the [Company's] foremen to take pro-union positions In our view [such conduct] fell outside the legitimate internal interests of the Union

⁸ Section 8(b)(1) thus makes it unlawful for a union "to restrain or coerce (A) employees in the exercise of the rights guaranteed in Section 7: *Provided that this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership*; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances" [Emphasis supplied].

This reasoning is consistent with the Supreme Court's affirmance of the Board's view that the holding in *Allis-Chalmers* relates to matters of legitimate concern to the union *qua* union. Thus, *Allis-Chalmers* "assures a union freedom of self-regulation where its legitimate internal affairs are concerned . . . [but] . . . is not so broad as to give the union power to penalize a member . . . for a matter that is in the public domain and beyond the internal affairs of the Union." *N.L.R.B. v. Industrial Union of Marine and Shipbuilding Workers of America, AFL-CIO, et al.*, 391 U.S. 418, 424, 425 (1968) (violation of Section 8(b)(1)(A) for a union to expel a member because he failed to exhaust intra-union remedies before filing unfair labor practice charges against union with the Board).⁹ The Union discipline invoked here against a foreman-member does, we submit, involve "impairment of a statutory labor policy," for it cannot be said that the discipline "left the collective bargaining process unimpaired." *Scofield v. N.L.R.B.*, *supra*, 394 U.S. at 432, 436.¹⁰

⁹ See also, *Local 12419, International Union of District 50, etc.*, 176 NLRB No. 89 (1969), 71 LRRM 1311 (*Allis-Chalmers* does not authorize fine for refusing to strike in violation of a no-strike clause).

¹⁰ The Board's holding herein is consistent with other restrictions placed on the parties when supervisors are permitted to join the contract bargaining unit and become union members. The courts have affirmed the Board's view that in such circumstances an employer may be found to have engaged in unlawful interference if he acquiesces in supervisors' serving, *inter alia*, as union representatives on bargaining committees dealing with the employer. See *Mon River Towing, Inc. v. N.L.R.B.*, 421 F.2d 1, 6-9 (C.A. 3, 1969), discussing cases; *Anchorage Businessmen's Association, et al.*, 124 NLRB 662, 665-666 (1959), enforced, 289 F.2d 619, 621 (C.A. 9, 1961). See also, *National Gypsum Company*, 139 NLRB 916, 920-921 (1962).

Finally, where, as here, expulsion from a union is used to carry out a purpose proscribed by the Act, reinstatement of membership is a necessary and appropriate remedy of the unfair labor practice. *N.L.R.B. v. Industrial Union of Marine and Shipbuilding Workers of America, AFL-CIO, et al.*, 391 U.S. 418 (1968), reversing 379 F.2d 702 and enforcing 159 NLRB 1065; *Philadelphia Moving Picture Operators Union Local No. 307 v. N.L.R.B.*, 382 F.2d 598 (C.A. 3, 1967), enforcing, 159 NLRB 1614 (19__). Compare, *Local No. 207, etc., Iron Workers v. Perko*, 373 U.S. 701, 707 (1963). We submit, therefore, that the Board's order (J.A. 29, 47-49) is proper and that the language of the Notice (J.A. 50) to which the Unions object (Br. pp. 23-24) requires only that the Unions not take actions to discipline foremen in violation of Section 8(b)(1)(B). The Unions are not required to waive legitimate membership restrictions.

CONCLUSION

For the reasons stated, it is respectfully submitted that the petition for review should be denied and the Board's order enforced in full.

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July 1970

United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

DALLAS MAILERS UNION, LOCAL NO. 143, AND
INTERNATIONAL MAILERS UNION,
Petitioners.

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Petition for Review and Cross-Application
for Enforcement of an Order of
The National Labor Relations Board

PETITION OF THE NATIONAL LABOR RELATIONS BOARD
FOR REHEARING, AND SUGGESTION FOR REHEARING
EN BANC

United States Court of Appeals
for the District of Columbia Circuit

FILED FEB 17 1971

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 23,984

DALLAS MAILERS UNION, LOCAL NO. 143, AND
INTERNATIONAL MAILERS UNION,
Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

On Petition for Review and Cross-Applcation
for Enforcement of an Order of
The National Labor Relations Board

PETITION OF THE NATIONAL LABOR RELATIONS BOARD
FOR REHEARING, AND SUGGESTION FOR REHEARING
EN BANC

Pursuant to Rules 35 and 40, Federal Rules of Appellate Procedure,
and Rule 14 of the Rules of this Court, the National Labor Relations
Board respectfully petitions this Court to grant rehearing, and suggests re-
hearing *en banc*, of the decision rendered on January 8, 1971, by a panel

of the Court (Circuit Judges McGowan, Tamm and Leventhal). The Court entered judgment on February , 1971. In its opinion the Court found it unnecessary to decide whether the conduct of the Unions¹ violated the Act as found by the Board because, in the Court's view, that conduct clearly constituted a breach of the collective bargaining contract with the Company² which could be remedied by deleting the portions of the Board's order which refer to violations of the Act but otherwise enforcing the order (sl. op. p. 4 n. 4). The Board respectfully submits that the Court's opinion is premised on an erroneous conception of the authority granted under the Act over collective bargaining agreements.

1. The instant case was initiated when the Company filed charges that the Unions had violated Section 8(b)(1)(B) of the Act.³ After investigating the charges, the Board issued a complaint and conducted a hearing. The record revealed that the Company's mailing room employees and the Unions had objected to the method of supervision by a department foreman and had unsuccessfully sought to have the Company oust him. Finally, when one of the mailing room employees objected to certain directions the foreman gave him in connection with his job performance, the employee filed charges with the Local Union alleging that the foreman, who was a union member, was engaging in "conduct unbecoming a union man." The Unions processed the charges and expelled the foreman from membership, over the Company's objection that such discipline against a foreman violated the parties' contract and that the contract

¹ Dallas Mailers Union, Local 143, and International Mailers Union.

² Dow Jones Company, Inc.

³ That section provides that it shall be an unfair labor practice for a labor organization or its agents "to restrain or coerce . . . an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances."

required that the dispute with the foreman be submitted to grievance and arbitration.

The Board's factual findings included a determination that the dispute between the Unions and the Company was covered by the contract's binding commitment to arbitration (A. 26, 45-46). The Board concluded, moreover, that the Unions expelled the foreman in order to change this management representative from a person representing the Company's viewpoint to a person responsive and subservient to the Unions' will, and that such disciplinary action restrained and coerced an employer in the selection of a bargaining representative in violation of Section 8(b)(1)(B) of the Act. The Board issued an order to remedy that statutory violation.

2. The Court, however, in effect holds that the issue of a statutory violation is mooted by the Court's determination that the Unions' conduct is a breach of contractual grievance and arbitration requirements which can be remedied by tailoring the Board's order to provide a contract remedy. The consequence is that in a proceeding brought under the Act a judgment has been entered enforcing a Board order based, not on a violation of that Act, but entirely on a breach of private contractual obligations. The necessary predicate for that order is that the authority granted by the Act to remedy unfair labor practices includes the authority to remedy contract breaches found during the course of the Board proceeding, even though no independent unfair labor practice is found. However, in 1947, Congress expressly determined that the Board should not have such general jurisdiction over breaches of collective bargaining agreements. As this Court (Circuit Judges Fahy, Burger and Judge Madden of the United States Court of Claims) stated in *International Union, United Mine Workers of America v. N.L.R.B.*, 103 U.S. App. D.C. 207, 210-211, 257 F.2d 211, 214-215 (1958):

[A] breach of an employer-union contract is not *per se* an unfair labor practice. The legislative history of the Taft-Hartley Act shows that. As the bill was originally passed by the Senate, it would have made it an unfair labor practice to violate the terms of a collective bargaining agreement or the terms of an agreement to submit a labor dispute to arbitration. [Legislative History of the Labor Management Relations Act, 1947, Vol. 1 p. 114.] But this proposal was rejected in the Conference, the House Conference Report stating:

"The Senate amendment contained a provision which would have made it an unfair labor practice to violate the terms of a collective bargaining agreement or an agreement to submit a labor dispute to arbitration. The conference agreement omits this provision of the Senate amendment. Once parties have made a collective bargaining contract the enforcement of that contract should be left to the usual processes of the law and not to the . . . Board." [Legislative History of the Labor Management Relations Act, 1947, Vol. 1 p. 545.]

The Board has . . . taken the position that it . . . "is not the proper forum for parties seeking to remedy an alleged breach of contract . . . " *United Telephone Company of the West*, 112 NLRB 779, 782. The Taft-Hartley Act in its Section 301, 29 U.S.C.A. Section 185 provided access to the Federal courts for suits for violations of collective bargaining contracts.

See also *Amal. Clothing Workers of America v. N.L.R.B.*, 120 U.S. App. D.C. 47, 49-51, 343 F.2d 329, 331-333 (1965) (Circuit Judges Danaher, Bastian and McGowan); *Dowd Box Co., Inc. v. Courtney*, 368 U.S. 502, 510, 513 (1962); *Association of Employees v. Westinghouse*, 348 U.S. 437, 443-444 n. 2 (1955). The decision and judgment of the Court

cannot be reconciled with these principles and, we submit, take the Board into an area explicitly forbidden under the statutory scheme.

3. This limitation on the Board's authority applies even where, as here, the same conduct underlies both the contract breach and the unfair labor practice, and an appropriate remedy for both requires compliance with contractual obligations. In such circumstances, Section 10(a) of the Act preserves the Board's jurisdiction to remedy the unfair labor practice;⁴ it does not, however, enhance that jurisdiction to permit the Board to grant an exclusive contract remedy. "[T]he authority of the Board and the law of the contract are overlapping, concurrent regimes, neither pre-empting the other . . . Arbitrators and courts are still the principal sources of contract interpretation, but the Board may proscribe conduct which is an unfair labor practice even though it is also a breach of contract remediable as such by arbitration and in the courts." *N.L.R.B. v. Strong d/b/a Strong Roofing & Insulating Co.*, 393 U.S. 357, 360-361 (1969) and cases there cited. This concurrency of jurisdiction over the same conduct, therefore, does not vest the Board with the authority to provide a remedy based wholly on a contract breach. The Board "may . . . if necessary to adjudicate an unfair labor practice, interpret and give effect to the terms of a collective bargaining contract . . . [and] . . . [t]o this extent the collective contract is the Board's affair, and an effective remedy [for a contract breach] its proper business." (Emphasis added). *N.L.R.B. v. Strong Roofing, supra*, 393 U.S. at 361. This Court's decision in the instant case overlooks the fact that an unfair labor practice is essential to the exercise of the Board's remedial powers.

⁴ Section 10(a) provides that the Board's power to remedy unfair labor practices "shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, law or otherwise . . ."

4. This Court's opinion (pp. 4-5) may be read as holding that the parties' contractual duty to settle such disputes exclusively through arbitration goes beyond the usual surrender of the right to strike or to lock-out, and includes a duty to forego resort to the Board. As this Court has recognized, however, under the principles set forth above even a binding commitment to arbitration as the exclusive method of adjusting a dispute does not affect the Board's jurisdiction once charges are filed. *Office and Professional Employees International Union, Local 425, AFL-CIO v. N.L.R.B.*, 136 U.S. App. D.C. 12, 15-18 n. 2, 419 F.2d 314, 317-320 (1969). See also, *Lodge 743, Int'l. Ass'n. of Machinists v. United Aircraft Corp.*, 337 F.2d 5, 7-9 (C.A. 2, 1964), cert. denied, 380 U.S. 908. For even then the Board still "has . . . discretion to take jurisdiction rather than defer to arbitration" and its choice may be set aside "only by some showing that the Board has shown a lack of even-handedness in its action, or has otherwise been arbitrary or capricious . . ." *Office & Professional Employees, etc. v. N.L.R.B.*, *supra*, 136 U.S. App. D.C. at 16, 419 F.2d at 318. Particularly in light of the admonition in this Court's opinion that a petty dispute was unnecessarily brought to the crowded dockets of both agency and reviewing court, its decision suggests disapproval of the Board's failure to remit the parties to their grievance and arbitration remedies under the contract. However, such a result would have called for dismissal by the Board of the complaint, and refusal to issue a remedial order, and not entry of an agency order to provide a contract remedy. Moreover, the Unions' refusal to arbitrate the dispute (Bd. Br. 7) is a reasonable basis for refusing to deny the charging party, here the Company, its statutory remedies. *Office & Professional Employees, etc. v. N.L.R.B.*, *supra*, 136 U.S. App. D.C. at 17-18, 419 F.2d at 319-320. In any event, the Board's abstention, as shown, is a matter of discretion and not jurisdiction. Here, the Unions made no claim that the Board

should defer to arbitration, thus giving the agency no opportunity to consider the merits of such contention; accordingly, whether the parties must be remitted to arbitral remedies is not before the Court in this proceeding. *A. H. Belo Corp. v. N.L.R.B.*, 411 F.2d 959, 966-967 (C.A. 5, 1969).

5. The proper disposition of the case, therefore, requires consideration of whether or not substantial evidence on the record as a whole supports the Board's conclusion that the Unions' discipline of a foreman violated Section 8(b)(1)(B) of the Act. For the reasons stated in its brief, the Board submits that this question should be answered in the affirmative, and that its order should be enforced in full.⁵

CONCLUSION

For the reasons stated, the Board respectfully requests that the Court grant rehearing or rehearing *en banc* and that after such rehearing, a judgment issue denying the petition for review and enforcing the Board's order in full.

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February 1971.

⁵ On January 27, 1971, the Sixth Circuit granted enforcement of a previous decision which the Board found applicable here (A. 28 n. 2). See, *N.L.R.B. v. Toldeo Locals Nos. 15-P and 272, Lithographers, etc.*, ___ F.2d ___ (C.A. 6, No. 20,297), 76 LRRM 2422.